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सं. 21]

नई दिल्ली, मई 21—मई 27, 2006, शनिवार/वैशाख 31—ज्येष्ठ 6, 1928

No. 21]

NEW DELHI, MAY 21—MAY 27, 2006, SATURDAY/VAISAKHA 31—JYAISTHA 6, 1928

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पुस्तक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

(केंद्रीय उत्पाद शुल्क के आयुक्त का कार्यालय)

पुणे, 4 मई, 2006

सं. 02/2006 सीमा शुल्क (नॉन टैरिफ)

का.आ. 2015.—भारत सरकार, वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली द्वारा दिनांक 1-7-1994 को जारी की गई अधिसूचना संख्या 33/1994-सीमा शुल्क (नॉन टैरिफ) के अधीन मुझे प्रदत्त अधिकारों को कार्यान्वित करते हुए, मैं, प्रभाकर निगम, आयुक्त, केंद्रीय उत्पाद शुल्क तथा सीमा शुल्क, पुणे एतद्वारा महाराष्ट्र राज्य के गाँव:- मौजे नांदेड, तालुका: हवेली, जिला पुणे को सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अधीन तथा 100% ई.ओ.यू. स्थापना हेतु, वेअरहाउसिंग स्टेशन के रूप में घोषित कर रहा हूँ।

[फा. सं. वीजीएन (30)03/आईक्यूएस/06]

प्रभाकर निगम, आयुक्त

MINISTRY OF FINANCE

(Department of Revenue)

(OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE AND CUSTOMS)

Pune, the 4th May, 2006

No. 02/2006—Customs (NT)

S.O. 2015.—In exercise of the powers conferred on me by the Notification No. 33/1994-Cus. (N.T.) dated 1-7-1994, of the Government of India, Ministry of Finance, Department of Revenue, I, Prabhakar Nigam, Commissioner of Central Excise & Customs, Pune-III Commissionerate, Pune, hereby declare Village : Muaje Nanded, Taluka : Haveli, Distt. : Pune-411041, in the State of Maharashtra to be warehousing station under Section 9 of the Customs Act, 1962 (52 of 1962), for limited purpose of setting up of 100% Export Oriented Unit as approved by the Development Commissioner, SEEPZ, Mumbai.

[F.No. VGN(30)03/1QS/06]

PRABHAKAR NIGAM, Commissioner

नई दिल्ली, 12 मई, 2006

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 10 मई, 2006

का.आ. 2016.--केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में राजस्व विभाग के अधीन केन्द्रीय उत्पाद एवं सीमा शुल्क बोर्ड के निम्नलिखित क्षेत्रीय कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:-

1. कार्यालय उप आयुक्त
केन्द्रीय उत्पाद शुल्क
शिमला प्रभाग, मुकुन्द निवास,
शिव नगर, पंथा घाटी,
शिमला-9
2. कार्यालय उप आयुक्त,
मंडी गोबिन्दगढ़ प्रभाग,
लोहा नगर,
मंडी गोबिन्दगढ़
3. कार्यालय उप आयुक्त
डैराबस्सी प्रभाग,
सदाशिव काम्प्लेक्स,
चंडीगढ़-अम्बाला रोड,
डैराबस्सी।

[फा. सं. 11013 (01)/2005-हिन्दी-2]

मधु शर्मा, निदेशक (रा.भा.)

New Delhi, the 12th May, 2006

S.O. 2016.—In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the Board of Central Excise & Customs, Department of Revenue the 80% staff whereof have acquired the working knowledge of Hindi:—

1. Office of the Dy. Commissioner,
Central Excise, Shimla Division,
Mukund Niwas, Shiv Nagar,
Pantha Ghati, Shimla-9
2. Dy. Commissioner,
Mandi Gobindgarh Division,
Loha Bazar, Mandi Gobindgarh.
3. Dy. Commissioner,
Derabassi Division,
Sadashiv Complex,
Chandigarh-Ambala Road,
Derabassi.

[F. No. 11013(01)/2005-Hindi-2]

MADHU SHARMA, Director (OL)

का.आ. 2017.--भारतीय लघु उद्योग विकास बैंक अधि-नियम, 1989 (1989 का 39), वर्ष 2000 में यथा संशोधित, की धारा 6(1)(ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री जवाहर सरकार, अपर सचिव एवं विकास आयुक्त (लघु उद्योग), लघु उद्योग और कृषि एवं ग्रामीण उद्योग मंत्रालय, को श्री सत्यानन्द मिश्रा के स्थान पर तत्काल प्रभाव से और अंगला आदेश होने तक भारतीय लघु उद्योग विकास बैंक के बोर्ड में निदेशक के रूप में नामित करती है।

[फा. सं. 24/5/2002-आईएफ-1]

अतुल कुमार राय, निदेशक

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 10th May, 2006

S.O. 2017.—In exercise of powers conferred by Section 6(1)(c) of the Small Industries Development Bank of India Act, 1989 (39 of 1989) as amended in the year 2000, the Central Government hereby nominates Shri Jawhar Sircar, Additional Secretary and Development Commissioner (SSI), Ministry of Small Scale Industries and Agro & Rural Industries as Director on the Board of Small Industries Development Bank of India with immediate effect and until further orders vice Shri Satyananda Mishra.

[F. No. 24/5/2002-IF-1]

ATUL KUMAR RAI, Director

नई दिल्ली, 17 मई, 2006

का.आ. 2018.--भारतीय निर्यात आयात बैंक (एक्जिम् बैंक) अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उप-खंड (1) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री रिनजिंग वांग्डी, सचिव (आ. सं.), विदेश मंत्रालय, नई दिल्ली को श्री राकेश कुमार के स्थान पर भारतीय निर्यात-आयात बैंक के बोर्ड में निदेशक के रूप में नामित करती है।

[फा. सं. 24/1/2003-आईएफ-1]

एम. साहू, अवर सचिव

New Delhi, the 17th May, 2006

S.O. 2018.—In pursuance of sub-clause (i) of clause (e) of Sub-section (1) of Section 6 of Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government hereby nominates Shri Rinzing Wangdi, Secretary (ER), Ministry of External Affairs, New Delhi as a Director on the Board of Export-Import Bank of India vice Shri Rakesh Kumar.

[F. No. 24/1/2003-IF-1]

M. SAHU, Under Secy.

नई दिल्ली, 17 मई, 2006

का.आ. 2019.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (I) और खंड 8 के उप-खंड (I) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से वसुधार्थ करने के लिये एतद्द्वारा, श्री पी. एल. गैरोला (जन्म तिथि : 15-12-1948) को इस समय बैंक ऑफ इंडिया में कार्यकारी निदेशक हैं को उनके कार्यभार ग्रहण करने की तारीख से 31.12.2008 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेश होने तक, इनमें से जो भी पहले हो, देना बैंक में अध्यक्ष एवं प्रबंध निदेशक के रूप में नियुक्त करती है।

[फा. सं. 9/13/2005-बीओ-1]

जी. बी. सिंह, अवर सचिव

New Delhi, the 17th May, 2006

S.O. 2019.—In exercise of the powers conferred by clause (a) of Sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980, read with sub-clause (1) of clause 3, sub-clause (1) of clause 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, in consultation with the Reserve Bank of India, hereby appoints Shri P. L. Gairola (DoB: 15-12-1948) presently Executive Director, Bank of India, as Chairman and Managing Director, Dena Bank from the date of his taking charge of the post and up to 31-12-2008, i.e. the date of his superannuation or until further orders, whichever is earlier.

[F. No. 9/13/2005-BO-1]

G. B. SINGH, Under Secy.

वस्त्र मंत्रालय

नई दिल्ली, 18 मई, 2006

का.आ. 2020.—केन्द्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा 4 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्द्वारा केन्द्रीय रेशम बोर्ड की सदस्यता से निम्नलिखित सदस्यों द्वारा दिए गए त्यागपत्र स्वीकार करती है :

क्र.सं.	नाम	वह तिथि जब से त्यागपत्र प्रभावी है	केन्द्रीय रेशम बोर्ड अधिनियम का प्रावधान जिसके तहत सदस्य नामित किया गया है
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1	2	3	4
1.	श्री शुभेन्दु चौधरी एमएलए, ग्राम-जोटे, पो. आरापुर, जिला-मालदा, पश्चिम बंगाल	13-4-2006	केंद्र सरकार द्वारा 1-12-2004 की संख्यक अधिसूचना के माध्यम से अधिनियम की धारा 4(3)(च) के तहत नामित

1	2	3	4
2.	श्री विक्टर टी. थॉमस, अध्यक्ष केरल राज्य-रेशम उत्पादन सहकारी संघ लि. (सेरीफेड), तिरुवनंतपुरम	31-3-2006	केंद्र सरकार द्वारा 9-9-2005 की संख्यक अधिसूचना के माध्यम से अधिनियम की धारा 4(3)(च) के तहत नामित

[फा. सं. 25012/56/99-रेशम]

ए. एन. शरण, निदेशक

MINISTRY OF TEXTILES

New Delhi, the 18th May, 2006

S.O. 2020.—In exercise of powers conferred by Sub-section (3) of Section 4 of the Central Silk Board Act, 1948 (61 of 1948), the Central Government hereby accepts the resignation tendered by following members from the membership of Central Silk Board :

Sl. No.	Name	Date from which the resignation is effective	Provision of Central Silk Board Act under which the member has been nominated
1.	Shri Subhendu Chowdhury, MLA, Village Jote, P.O. Arapur Distt. Malda, West Bengal	13-4-2006	Nominated by the Central Government under Section 4(3)(f) of the Act vide notification of even number dated 1-12-2004
2.	Shri Victor T. Thomas, Chairman, Kerala State Sericulture Co-operative Federation Limited (SERIFED), Thiruvananthapuram	31-3-2006	Nominated by the Central Government under Section 4(3)(j) of the Act vide notification of even number dated 9-9-2005

[F. No. 25012/56/99-Silk]

A. N. SHARAN, Director

विदेश मंत्रालय

(सी. पी. बी. प्रभाग)

नई दिल्ली, 5 मई, 2006

का.आ. 2021.—राजनयिक कौंसली अधिकारी (राय एवं शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के अंक (क) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा भारत का प्रधान

कौंसलावास, सॉन फ्रांसिस्को में श्री राजबीर, सहायक को 5-5-2006 से सहायक कौंसली अधिकारी का कार्य करने हेतु प्राधिकृत करती है।

[फा. सं. टी-4330/01/2006]

एस. एन. वी. रामन्ना राव, अवर सचिव (कौंसुलर-1)

MINISTRY OF EXTERNAL AFFAIRS

(C. P. V. DIVISION)

New Delhi, 5th May, 2006

S.O. 2021.—In pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Raj Bir, Assistant in the Consulate General of India, San Francisco to perform the duties of Assistant Consular Officer with effect from 5-5-2006.

[F. No. T-4330/01/2006]

S. N. V. RAMANARAO, Under Secy. (Cons.-I)

विद्युत मंत्रालय

नई दिल्ली, 15 मई, 2006

का.आ. 2022.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में पावरग्रिड कारपोरेशन ऑफ इंडिया लि., गुडगांव तथा रूरल इलेक्ट्रिफिकेशन कारपोरेशन लि., नई दिल्ली के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालयों को, जिनके 80 प्रतिशत कर्मचारीवृंद ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है :

1. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
नेल्सूर 400 के.वी. उप केन्द्र,
कागितालपुर रोड, पिडुरु (पोस्ट),
मनुबोलु (मंडल),
नेल्सूर (जिला)-524405
(आं. प्र.)
2. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
400 कि.वी. उप केन्द्र,
चिनकांपल्लि पोस्ट,
कडपा-516003
(आं. प्र.)
3. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
उत्तरी क्षेत्र-II, स्थल कार्यालय,
81, गुरदेव नगर, लुधियाना
(पंजाब)
4. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
उत्तरी क्षेत्र-II, स्थल कार्यालय,
पारेषण लाइन कार्यालय, ज्योतिपुरम-182312
जम्मू व कश्मीर

5. पावरग्रिड कारपोरेशन ऑफ इंडिया लि.,
पारेषण लाइन कार्यालय, सोलन,
होटल कृष्णा कॉम्प्लेक्स, बाई पास रोड,
सप्रून, सोलन-173211
(हि. प्र.)

6. रूरल इलेक्ट्रिफिकेशन कारपोरेशन लि.,
51-बी, मिटल टावर, नरिमान प्वाइंट,
मुंबई-400021

[फा. सं. 11017/2/2006-हिन्दी]

हरीश चन्द्र, संयुक्त सचिव

MINISTRY OF POWER

New Delhi, 15th May, 2006

S.O. 2022.—In pursuance of Sub Rule (4) of Rule 10 of the Official Language (use for official purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices under the administrative control of Powergrid Corporation of India Ltd., Gurgaon and Rural Electrification Corporation, New Delhi, the staff whereof have acquired 80% working knowledge of Hindi :

1. Powergrid Corporation of India Ltd.,
Nellore 400 KV Sub Station,
Kagithalapur Road, Piduru (Post),
Manubolu (Mandal),
Nellore (Dt.)-524405 (A.P.)
2. Powergrid Corporation of India Ltd.,
400 KV Sub Station,
Chinakampalli Post,
Kadapa-516003 (A. P.)
3. Powergrid Corporation of India Ltd.,
Northern Region-II, Site Office,
81, Gurdev Nagar, Ludhiana
(Punjab)
4. Powergrid Corporation of India Ltd.,
Northern Region-II, Site Office,
Transmission Line Office,
Jyotipuram-182312
Jammu & Kashmir
5. Powergrid Corporation of India Ltd.,
Transmission Line Office, Solan,
Hotel Krishna Complex,
Bye Pass Road, Saproon,
Solan-173211 (H.P.)
6. Rural Electrification Corporation Ltd.,
51-B, Mittal Tower, Nariman Point,
Mumbai-400021

[F. No.11017/2/2006-Hindi]

HARISH CHANDRA, Jt. Secy.

संचार और सूचना प्रौद्योगिकी मंत्रालय

(दूर संचार विभाग)

(राजभाषा अनुभाग)

नई दिल्ली, 15 मई, 2006

का.आ. 2023.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976, (यथा संशोधित 1987) के नियम 10(4) के अनुसरण में संचार और सूचना प्रौद्योगिकी मंत्रालय, दूरसंचार विभाग के प्रशासनिक नियंत्रणाधीन निम्नलिखित कार्यालय को, जिसमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्य-साधक ज्ञान प्राप्त कर लिया है, एतद्वारा अधिसूचित करती है।

महाप्रबंधक (सूचना प्रौद्योगिकी) महानगर टेलीफोन निगम लिमिटेड, पांचवी मंजिल, करी रोड दूरध्वनी केन्द्र, दत्त मंदिर मार्ग, करी रोड (पूर्व) मुम्बई-12

[सं. ई-11016/1/2005-र.पा.]

हरीश चन्द्र जयाल, संयुक्त सचिव

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Telecommunications)

(OFFICIAL LANGUAGE SECTION)

New Delhi, the 15th May, 2006

S.O. 2023.—In pursuance of Rule 10(4) of the Official Language (Use for Official Purposes of the Union) Rules, 1976 (as amended—1987), the Central Government hereby notifies the following Offices under the administrative control of Ministry of Communications and Information Technology, Department of Telecommunications whereof more than 80% of staff have acquired working knowledge of Hindi.

General Manager (IT) Mahanagar Telephone Nigam Limited, Vth Floor, Kari Road, Door Dhawani Centre, Dutt Mandir Marg, Kari Road (East) Mumbai-12

[No. E-11016/1/2005 (O.L.)]

HARISH CHANDRA JAYAL, Jt. Secy.

रसायन एवं उर्वरक मंत्रालय

(उर्वरक विभाग)

नई दिल्ली, 15 मई, 2006

का.आ. 2024.—केन्द्रीय सरकार, राजभाषा “संघ के शासकीय प्रयोजनों के लिए प्रयोग” नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में रसायन एवं उर्वरक मंत्रालय, उर्वरक विभाग के प्रशासनिक नियंत्रणाधीन दि फर्टिलाइजर्स एण्ड केमिकल्स ट्रावन्कोर लिमिटेड, उद्योग मंडल, कोचीम जिसके 80 प्रतिशत से अधिक

कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई-11011/1/2006-हिन्दी]

विजय छिब्बर, संयुक्त सचिव

MINISTRY OF CHEMICALS AND FERTILIZERS

(Department of Fertilizers)

New Delhi, the 15th May, 2006

S.O. 2024.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language “Use for Official Purposes of the Union” Rule 1976, the Central Government hereby notifies The Fertilizers and Chemicals Travancore Ltd. Udyogamandal, Cochin under the Administrative Control of the Ministry of Chemicals and Fertilizers, Department of Fertilizers whereof more than 80% staff have acquired the working knowledge of Hindi.

[No. E-11011/1/2006-Hindi]

VIJAY CHHIBBER, Jt. Secy.

मानव संसाधन विकास मंत्रालय

(माध्यमिक तथा उच्चतर शिक्षा विभाग)

नई दिल्ली, 12 अप्रैल, 2006

का.आ. 2025.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम 1976 के नियम 10 के उप नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय (माध्यमिक तथा उच्चतर शिक्षा विभाग) के अन्तर्गत कार्यरत निम्नलिखित 59 केन्द्रीय विद्यालयों को, ऐसी संस्थाओं के रूप में, जिनमें 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

1. केन्द्रीय विद्यालय, ग्रेटर नोएडा, एच.एस. 18, से.मी.-3, गौतम बुद्ध नगर, उ.प्र.-201303
2. केन्द्रीय विद्यालय, सेक्टर-22, रोहिणी, पॉकैट-91, दिल्ली-110041
3. केन्द्रीय विद्यालय, सेक्टर-24, नोएडा, द्वितीय पाली-201301
4. केन्द्रीय विद्यालय, नं.-3, द्वितीय पाली, रिंग रोड, नारायणा, दिल्ली छावनी-110010
5. केन्द्रीय विद्यालय, केशवपुरम, लोरेस रोड, द्वितीय पाली, दिल्ली-110035
6. केन्द्रीय विद्यालय, नं.-1, द्वितीय पाली, सदर बाजार रोड, दिल्ली छावनी-110010
7. केन्द्रीय विद्यालय, बायु सेना केन्द्र, तुगलकाबाद, द्वितीय पाली, नई दिल्ली-110062
8. केन्द्रीय विद्यालय, सेक्टर-8, रा.क. पुरम, द्वितीय पाली, नई दिल्ली-110022
9. केन्द्रीय विद्यालय, कमला नेहरू नगर, द्वितीय पाली, गाजियाबाद-201002

10. केन्द्रीय विद्यालय, पुष्प विहार, द्वितीय पाली, सैक्टर-3, एम.बी. रोड, नई दिल्ली-17
11. केन्द्रीय विद्यालय, सैक्टर-8, रोहिणी, द्वितीय पाली, दिल्ली-110085
12. केन्द्रीय विद्यालय, नं.-1, राणा प्रताप मार्ग, झाँसी (उत्तर प्रदेश)
13. केन्द्रीय विद्यालय, रक्षा विहार, श्याम नगर, कानपुर (उत्तर प्रदेश)
14. केन्द्रीय विद्यालय, ओल्ड कैट तलियरगंज, इलाहाबाद (उत्तर प्रदेश)
15. केन्द्रीय विद्यालय, बाद, मथुरा (उत्तर प्रदेश)
16. केन्द्रीय विद्यालय, रेलवे परिसर, गोंडा (उत्तर प्रदेश)
17. केन्द्रीय विद्यालय, आई.आई.आई. टी., झलवा, इलाहाबाद (उत्तर प्रदेश)
18. केन्द्रीय विद्यालय, बस्ती (उत्तर प्रदेश)
19. (केन्द्रीय विद्यालय) आर.डी.एस.ओ. लखनऊ (उत्तर प्रदेश)
20. केन्द्रीय विद्यालय, आई.टी.आई. रोड, अलीगढ़, (उत्तर प्रदेश)
21. केन्द्रीय विद्यालय, बाराबंकी (उत्तर प्रदेश)
22. केन्द्रीय विद्यालय, सी.आर.पी.एफ. बिजनौर, लखनऊ (उत्तर प्रदेश)
23. केन्द्रीय विद्यालय, नं.-2, चकेरी, कानपुर (उत्तर प्रदेश)
24. केन्द्रीय विद्यालय, सिविल लाइन्स, बलरामपुर (उत्तर प्रदेश)
25. केन्द्रीय विद्यालय, आई.आई.एम. प्रबन्ध नगर, लखनऊ (उत्तर प्रदेश)
26. केन्द्रीय विद्यालय, कानपुर कैट (उत्तर प्रदेश)
27. केन्द्रीय विद्यालय, ओ.ई.एफ. कानपुर (उत्तर प्रदेश)
28. केन्द्रीय विद्यालय, मैमोरा, लखनऊ (उत्तर प्रदेश)
29. केन्द्रीय विद्यालय, न्यू कैट, इलाहाबाद (उत्तर प्रदेश)
30. केन्द्रीय विद्यालय, बमरौली, इलाहाबाद (उत्तर प्रदेश)
31. केन्द्रीय विद्यालय, नं.-3, चकेरी, कानपुर (उत्तर प्रदेश)
32. केन्द्रीय विद्यालय, बी.एच.ई.एल. जगदीशपुर, जिला सुलतानपुर (उत्तर प्रदेश)
33. केन्द्रीय विद्यालय, आई.आई.टी. कानपुर (उत्तर प्रदेश)
34. केन्द्रीय विद्यालय, सी.ओ.डी. छिक्की, इलाहाबाद (उत्तर प्रदेश)
35. केन्द्रीय विद्यालय, सीतापुर (उत्तर प्रदेश)
36. केन्द्रीय विद्यालय, नं.-1, ए.एफ.एस. आगरा (उत्तर प्रदेश)
37. केन्द्रीय विद्यालय, नं.-2, आगरा (उत्तर प्रदेश)
38. केन्द्रीय विद्यालय, ओ.ई.एफ. हजरतपुर (उत्तर प्रदेश)
39. केन्द्रीय विद्यालय, बी.के.टी. लखनऊ (उत्तर प्रदेश)
40. केन्द्रीय विद्यालय, ए.एम.सी. लखनऊ (उत्तर प्रदेश)
41. केन्द्रीय विद्यालय, रायबरेली (उत्तर प्रदेश)

42. केन्द्रीय विद्यालय, नं.-1, कोजिकोड, केरल-673005
43. केन्द्रीय विद्यालय, एरणाकुलम, कोच्चिन-682020
44. केन्द्रीय विद्यालय, नं.-1, आर्डन्स एस्टेट, तिरुचिरापल्लि-620016
45. केन्द्रीय विद्यालय, भारतीय नौविक केन्द्र, द्रोणाचार्य, महावीर शिविर, मुण्डनवेली, कोच्ची-682507
46. केन्द्रीय विद्यालय, एन.ए.डि. कलमशेरी, एरणाकुलम-683503
47. केन्द्रीय विद्यालय, अदूर, पत्तनमटिहटा, केरल-691523
48. केन्द्रीय विद्यालय, नं.-2, नेवल बेस, कोच्चिन-682004
49. केन्द्रीय विद्यालय, सी.आर.पी.एफ. पल्लिपुरम, तिरुवनंतपुरम-695316
50. केन्द्रीय विद्यालय, पोर्ट ट्रस्ट कोच्चिन, कोच्चिन-682009
51. केन्द्रीय विद्यालय, वेल्लिंगटन हाल, नीलगिरि-643231
52. केन्द्रीय विद्यालय, लक्षद्वीप संघ राज्य क्षेत्र प्रशासन, कवरत्ती-682555
53. केन्द्रीय विद्यालय, ए.एफ.एस. तिरुवनंतपुरम, आकुलम, तुरुविककल, तिरुवनंतपुरम-695031
54. केन्द्रीय विद्यालय, नं.-2, कालिकट, एखत्तुकुण्णु, गोविन्दपुरम, कालिकट-673016
55. केन्द्रीय विद्यालय, अपहिल, मलापुरम, केरल-676505
56. केन्द्रीय विद्यालय, नं.-2, कोजिकोड, पालक्काड-678628, केरल
57. केन्द्रीय विद्यालय, रबड़ बोर्ड, पी.ओ. कोट्टयम-680009
58. केन्द्रीय विद्यालय, एण्ड्रयूज गंज, नई दिल्ली-110024 (द्वितीय पाली)
59. केन्द्रीय विद्यालय, नं.-2 (द्वितीय पाली), दिल्ली छावनी-110010

[सं. 11011-7/2005-रा.भा.ए.]

डी. पी. बन्दूनी, निदेशक (रा.भा.)

MINISTRY OF HUMAN RESOURCE DEVELOPMENT

(Department of Secondary and Higher Education)

New Delhi, the 12th April, 2006

S.O. 2025.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following 59 Kendriya Vidyalayas under the Ministry of Human Resource Development (Deptt. of Secondary and Higher Education) whose more than 80% members of the staff have acquired working knowledge of Hindi :

1. Kendriya Vidyalaya, Greater Noida, H.S.-18, C.M.-3, Gautam Buddha Nagar, Uttar Pradesh-201303
2. Kendriya Vidyalaya, Sector-22, Rohni, Pocket-91, Delhi-110041
3. Kendriya Vidyalaya, Sector-24, Noida, Second Shift, Uttar Pradesh-201301

4. Kendriya Vidyalaya, No.-3, Second Shift, Narayana, Delhi Cantt.-110010
5. Kendriya Vidyalaya, Keshav Puram, Lawrence Road, Second Shift, Delhi-110035
6. Kendriya Vidyalaya, No.-1, Second Shift, Sadar Bazar Road, Delhi Cantt.-110010
7. Kendriya Vidyalaya, A.F.S., Tuglakabad, Second Shift, New Delhi-110062
8. Kendriya Vidyalaya, Sector-8, R.K. Puram, Second Shift, New Delhi-110022
9. Kendriya Vidyalaya, Kamla Nehru Nagar, Second Shift, Gaziabad-201002
10. Kendriya Vidyalaya, Sector-8, Rohini, Second Shift, Delhi-110085
11. Kendriya Vidyalaya, Pushp Vihar, Second Shift, New Delhi-110017
12. Kendriya Vidyalaya, No.-1, Rana Pratap Marg, Jhansi, Uttar Pradesh
13. Kendriya Vidyalaya, Raksha Vihar, Shyam Nagar, Kanpur (U.P.)
14. Kendriya Vidyalaya, Old Cantt., Taliyarganj, Allahabad (U.P.)
15. Kendriya Vidyalaya, Bad, Mathura (U.P.)
16. Kendriya Vidyalaya, Railway Compound, Gonda, Uttar Pradesh
17. Kendriya Vidyalaya, I.I.I.T., Jhalwa, Allahabad, Uttar Pradesh
18. Kendriya Vidyalaya, Basti, Uttar Pradesh
19. Kendriya Vidyalaya, R.D.S.O., Lucknow, Uttar Pradesh
20. Kendriya Vidyalaya, I.T.I. Road, Aligarh, Uttar Pradesh
21. Kendriya Vidyalaya, Barabanki, Uttar Pradesh
22. Kendriya Vidyalaya, C.R.P.F., Bijnaur, Uttar Pradesh
23. Kendriya Vidyalaya, No.-2, Chakeri Kanpur, Uttar Pradesh
24. Kendriya Vidyalaya, Civil Lines, Balrampur, Uttar Pradesh
25. Kendriya Vidyalaya, I.I.M., Prabandh Nagar, Lucknow (U.P.)
26. Kendriya Vidyalaya, Kanpur Cantt., Uttar Pradesh
27. Kendriya Vidyalaya, O.E.F., Kanpur, Uttar Pradesh
28. Kendriya Vidyalaya, Mamora, Lucknow, Uttar Pradesh
29. Kendriya Vidyalaya, New Cantt., Allahabad, Uttar Pradesh
30. Kendriya Vidyalaya, Bamrauli, Allahabad, Uttar Pradesh
31. Kendriya Vidyalaya, No.-3, Chakeri, Kanpur, Uttar Pradesh
32. Kendriya Vidyalaya, B.H.E.L., Jagdishpur, Distt. Sultanpur (U.P.)
33. Kendriya Vidyalaya, I.I.T., Kanpur, Uttar Pradesh
34. Kendriya Vidyalaya, C.O.D., Chhioki, Allahabad, Uttar Pradesh
35. Kendriya Vidyalaya, Sitapur, Uttar Pradesh
36. Kendriya Vidyalaya, No.-1, A.F.S., Agra, Uttar Pradesh
37. Kendriya Vidyalaya, No.-2, Agra, Uttar Pradesh
38. Kendriya Vidyalaya, O.E.F., Hazratpur, Uttar Pradesh
39. Kendriya Vidyalaya, B.K.T., Lucknow, Uttar Pradesh
40. Kendriya Vidyalaya, A.M.C., Lucknow, Uttar Pradesh
41. Kendriya Vidyalaya, Raebareli, Uttar Pradesh
42. Kendriya Vidyalaya, No.-1, Kozhikode, Kerala-673005
43. Kendriya Vidyalaya, Ernakulam, Cochin-682020
44. Kendriya Vidyalaya, No.-1, Ordinance Estate Tiruchirapalli-620016
45. Kendriya Vidyalaya, S.N.S.I., Dronacharya, Mundanveli, Cochi-682507
46. Kendriya Vidyalaya, N.A.D., Kalamsheri, Ernakulam-683503
47. Kendriya Vidyalaya, Adoor, Pathanamthitta, Kerala-691523
48. Kendriya Vidyalaya, No.-2, Naval Base, Cochin-682004
49. Kendriya Vidyalaya, C.R.P.F., Pallipuram, Tiruwanantpuram-685316
50. Kendriya Vidyalaya, Port Trust, Cochin-682009
51. Kendriya Vidyalaya, Wellington, Nilgiri-643231
52. Kendriya Vidyalaya, Kavaratti, U.T. of Lakshadweep-682555
53. Kendriya Vidyalaya, A.F.S., Akulam, Tiruwickal, Trivendrum
54. Kendriya Vidyalaya, No.-2, Calicut, Govindpuram, Calicut-673016
55. Kendriya Vidyalaya, Uphil Mallapuram, Kerala-676505
56. Kendriya Vidyalaya, Kozhikode, Palghat, Kerala-678628
57. Kendriya Vidyalaya, Rubber Board, Kottayam, Kerala-680009
58. Kendriya Vidyalaya, Andrews Ganj, Second Shift, New Delhi-110024
59. Kendriya Vidyalaya, No.-2, Second Shift, Delhi Cantt.-110010

[No. 11011-7/2005-O.L.U.]
D. P. BANDOONI, Director (O.L.)

नई दिल्ली, 8 मई, 2006

का.आ. 2026.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में मानव संसाधन विकास मंत्रालय, (माध्यमिक तथा उच्चतर शिक्षा विभाग) के अन्तर्गत निम्न स्वायत्त संगठन को, जिनके 80 प्रतिशत से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

भारतीय प्रबंध संस्थान,
वस्त्रपुर, अहमदाबाद-380015

[सं. 11011-7/2005-रा.भा.ए.]

डी. पी. बन्दूनी, निदेशक (रा.भा.)

New Delhi, the 8th May, 2006

S.O. 2026.—In pursuance of Sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rule, 1976 the Central Government hereby notifies the following Autonomous Organization under the Ministry of Human Resource Development, (Department of Secondary & Higher Education) whose more than 80% members of the staff have acquired working knowledge of Hindi :—

Indian Institute of Management
Vastrapur, Ahmedabad-380015

[No. 11011-7/2005-O.L.U.]

D. P. BANDOONI, Director (O.L.)

कृषि मंत्रालय

(कृषि अनुसंधान और शिक्षा विभाग)

(भारतीय कृषि अनुसंधान परिषद्)

नई दिल्ली, 15 मई, 2006

का.आ. 2027.—कृषि उत्पाद उपकर अधिनियम 1940 की धारा 7(2) तथा भारतीय कृषि अनुसंधान परिषद् द्वारा निर्मित स्थाई वित्त समिति के विनियम 2(iv) के अनुसरण में, शासी निकाय ने अपने निम्नलिखित सदस्यों को उनके नाम के सामने दी गई अवधि अर्थात् शासी निकाय में उनके कार्यकाल की समाप्ति तक के लिए स्थाई वित्त समिति के सदस्य के रूप में चुना है :

- (1) डा. शिव राज सिंह, 25-9-2006
15, भागीरथी कालोनी,
सुन्दरपुर, वाराणसी-221 005
(उत्तर प्रदेश)
- (2) श्री सुधीर भार्गव, 25-9-2006
निदेशक,
एग्रोमैन सिस्टम प्रा. लि.,
25/2, तारदेव ए.सी. मार्केट,
तारदेव मुम्बई-400 034
- (3) श्री जे. एन. एल. श्रीवास्तव, 25-9-2006
पूर्व सचिव (कृषि एवं सहकारिता),
25, एन. आर. आई. कालोनी,
मंदाकिनी, ग्रेटर कैलाश पार्ट-IV,
नई दिल्ली-110019.

- (4) श्री सूर्यदेव त्यागी, 8-10-2006
तरणी मोहल्ला
सरधना जिला, मेरठ,
उत्तर प्रदेश
- (5) डा. एस. के. द्विवेदी, 7-10-2006
निदेशक, राष्ट्रीय अश्व अनुसंधान केन्द्र,
सिरसा रोड, हिसार-125001 (हरियाणा)

[फा. सं. 6 (1)/2003-शासन प्रकोष्ठ]

सुषमा नाथ, अपर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

(INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

New Delhi, the 15th May, 2006

S.O. 2027.—In pursuance of Section 7(2) of the A. P. Cess Act, 1940 and Regulation 2(iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research, the Governing Body had elected the following of its Members to the Standing Finance Committee for the period indicated against them i.e. expiry of their term on the Governing Body :

- (1) Dr. Shiv Raj Singh, 25-9-2006
15, Bhagirathi Colony,
Sundarpur,
Varanasi 221 005,
Uttar Pradesh.
- (2) Shri Sudhir Bhargava, 25-9-2006
Director,
Agroman System Pvt. Ltd.,
25/2, Tardeo A.C. Market,
Tardeo, Mumbai-400 034.
- (3) Shri J. N. L. Srivastava, 25-9-2006
Former Secretary (A&C),
25, NRI Colony,
Mandakini,
Greater Kailash Part IV,
New Delhi-110019
- (4) Shri Surya Deo Tyagi, 8-10-2006
Tarni Mohalla,
Sardhana, District Meerut,
Uttar Pradesh
- (5) Dr. S. K. Dwivedi, 8-10-2006
Director,
National Research Centre
on Equines, Sirsa Road,
Hisar-125 001 (Haryana)

[F. No. 6(1)/2003-Gov. Cell]

SUSHAMA NATH, Addl. Secy.

जल संसाधन मंत्रालय

नई दिल्ली, 5 मई, 2006

का.आ. 2028.-केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में ब्रह्मपुत्र बोर्ड, गुवाहाटी कार्यालय को, जिनके 80 प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. 1/1/2005-हिन्दी]

राजकुमारी देव, संयुक्त निदेशक (रा.भा.)

MINISTRY OF WATER RESOURCES

New Delhi, the 5th May, 2006

S.O. 2028.—In pursuance of Sub-rule (4) of the Rule 10 of the Official Language (Use for official purposes of the Union) The Central Government hereby notifies the Brahmaputra Board, Guwahati, the 80% staff whereof have acquired working knowledge of Hindi.

[No. 1/1/2005-Hindi]

RAJKUMARI, DAVE, Jt. Director (O.L.)

कोयला मंत्रालय

नई दिल्ली, 16 मई, 2006

का.आ. 2029.-केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार नीचे सारणी के स्तम्भ (2) में उल्लिखित अधिकारियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी की रैंक के समतुल्य अधिकारी हैं, अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी नियुक्त करती है और उक्त अधिकारी, उक्त सारणी के स्तम्भ (3) में विनिर्दिष्ट निम्नलिखित सरकारी स्थानों की बाबत अपनी-अपनी अधिकारिताओं की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन सम्पदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन करेंगे, अर्थात् :-

सारणी

क्रम सं.	अधिकारी का पदनाम	सरकारी स्थानों के प्रवर्ग एवं क्षेत्राधिकार की स्थानीय सीमाएं
1	2	3
1.	संयुक्त आयुक्त, प्रभाग-I, कोयला खान भविष्य निधि (मुख्यालय), धनबाद, झारखंड।	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय धनबाद- प्र. I, प्र. II, प्र. III के सभी परिसर और इसकी आवासीय कॉलोनी, धनबाद।
2.	संयुक्त आयुक्त, कोयला खान भविष्य निधि प्रभाग-II, नागपुर (महाराष्ट्र)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय नागपुर के सभी परिसर और इसकी आवासीय कॉलोनी, नागपुर।

1	2	3
3.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि क्षेत्र-IV कोयला खान भविष्य निधि, आसनसोल (पश्चिमी बंगाल)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय आसनसोल-I, II, III, IV के सभी परिसर और इसकी आवासीय कॉलोनी, आसनसोल।
4.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि क्षेत्र-I रांची (झारखंड)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय रांची-I, II और III के सभी परिसर और इसकी आवासीय कॉलोनी, रांची।
5.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि, जबलपुर (मध्य प्रदेश)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय जबलपुर और इसकी आवासीय कॉलोनी।
6.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि, छिंदवाड़ा (छत्तीसगढ़)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, छिंदवाड़ा के सभी परिसर और इसकी आवासीय कॉलोनी।
7.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि, बिलासपुर (छत्तीसगढ़)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, बिलासपुर के सभी परिसर और इसकी आवासीय कॉलोनी।
8.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि, गोदावरीखानी (आंध्र प्रदेश)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, गोदावरीखानी के सभी परिसर और इसकी आवासीय कॉलोनी।
9.	क्षेत्रीय आयुक्त, कोयला खान भविष्य निधि, कोयलागुडम (आंध्र प्रदेश)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, कोयलागुडम के सभी परिसर और इसकी आवासीय कॉलोनी।
10.	सहायक आयुक्त, कोयला खान भविष्य निधि, सिंगरौली (मध्य प्रदेश)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, सिंगरौली के सभी परिसर और इसकी आवासीय कॉलोनी।
11.	सहायक आयुक्त, कोयला खान भविष्य निधि, सम्बलपुर (उड़ीसा)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, सम्बलपुर के सभी परिसर और इसकी आवासीय कॉलोनी।
12.	सहायक आयुक्त, कोयला खान भविष्य निधि, तालचर (उड़ीसा)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, तालचर के सभी परिसर और इसकी आवासीय कॉलोनी।

1	2	3
13.	सहायक आयुक्त, कोयला खान भविष्य निधि, मांगरिटा (असम)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, मांगरिटा के सभी परिसर और इसकी आवासीय कॉलोनी।
14.	सहायक आयुक्त, कोयला खान भविष्य निधि, कोलकाता (पश्चिमी बंगाल)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, कोलकाता के सभी परिसर और इसकी आवासीय कॉलोनी।
15.	सहायक आयुक्त, कोयला खान भविष्य निधि, देवधर (झारखंड)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, देवधर के सभी परिसर और इसकी आवासीय कॉलोनी।
16.	सहायक आयुक्त, कोयला खान भविष्य निधि, जम्मू (जम्मू और कश्मीर)	कोयला खान भविष्य निधि, क्षेत्रीय कार्यालय, जम्मू के सभी परिसर और इसकी आवासीय कॉलोनी।

टिप्पण : स्थापनों के विभिन्न क्षेत्रों के सभी परिसर जिसके अंतर्गत अन्य परिसर, आवासीय और गैर-आवासीय भवन जो कोयला खान भविष्य निधि आयुक्त, धनबाद के हैं या उनके नियंत्राधीन भी हैं।

[सं. 20/66/2005-पीआरआईडब्ल्यू-II]

एच. सी. अग्रवाल, निदेशक

MINISTRY OF COAL

New Delhi, the 16th May, 2006

S.O. 2029.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of unauthorized occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Officers mentioned in column (2) of the Table below, being the Officers of the Coal Mines Provident Fund, equivalent to the rank of Gazetted Officers of the Central Government, to be the Estate Officers for the purpose of the Act, who shall exercise the powers conferred and perform the duties imposed on the Estate Officers under the said Act, within the limits of their jurisdiction in respect of the following public premises specified in column (3) of the said Table.

Sl. No.	Designation of the Officers	Categories of Public Premises and Local limits of Jurisdiction
1	2	3
1.	Joint Commissioner, Div.-I Coal Mines Provident Fund (HQ), Dhanbad (Jharkhand)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, D-I, D-II, D-III and its Residential Colony, Dhanbad.

1	2	3
2.	Joint Commissioner, Coal Mines Provident Fund Div.-II, Nagpur (Maharashtra)	All the Premises belonging to Coal Mines Provident Fund, Nagpur and its Residential Colony, Nagpur.
3.	Regional Commissioner, Coal Mines Provident Fund Region-IV, Coal Mines Provident Fund, Asansol (West Bengal)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Asansol-I, II, III and IV and Residential Colony, Asansol.
4.	Regional Commissioner, Coal Mines Provident Fund, Region-I, Ranchi (Jharkhand)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Ranchi-I, II and III and its Residential Colony, Ranchi.
5.	Regional Commissioner, Coal Mines Provident Fund, Jabalpur (Madhya Pradesh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Jabalpur and its Residential Colony.
6.	Regional Commissioner, Coal Mines Provident Fund, Chhindwara (Chhatisgarh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Chhatisgarh and its Residential Colony.
7.	Regional Commissioner, Coal Mines Provident Fund, Bilaspur (Chhatisgarh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Bilaspur and its Residential Colony.
8.	Regional Commissioner, Coal Mines Provident Fund, Godavari Khani (Andhra Pradesh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Godavari Khani and its Residential Colony.
9.	Regional Commissioner, Coal Mines Provident Fund, Kothageudem (Andhra Pradesh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Kothageudem and its Residential Colony.
10.	Assistant Commissioner, Coal Mines Provident Fund, Singrauli (Madhya Pradesh)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Singrauli and its Residential Colony.
11.	Assistant Commissioner, Coal Mines Provident Fund, Sambalpur (Orissa)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Sambalpur and its Residential Colony.

1	2	3
12. Assistant Commissioner, Coal Mines Provident Fund, Talcher (Orissa)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Talcher and its Residential Colony.	
13. Assistant Commissioner, Coal Mines Provident Fund, Margherita (Assam)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Margherita and its Residential Colony.	
14. Assistant Commissioner, Coal Mines Provident Fund, Kolkata (West Bengal)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Kolkata and its Residential Colony.	
15. Assistant Commissioner, Coal Mines Provident Fund, Deoghar, (Jharkhand)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Deoghar and its Residential Colony.	
16. Assistant Commissioner, Coal Mines Provident Fund, Jammu (Jammu and Kashmir)	All the Premises belonging to Coal Mines Provident Fund, Regional Office, Jammu and its Residential Colony.	

Note :—All premises belonging to various Areas or Establishments include other premises, residential and non-residential buildings belonging to or under the control of Coal Mines Provident Fund Commissioner, Dhanbad.

[No. 20/66/2005-PRIW-II]

H. C. AGARWAL, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 27 मई, 2006

का.आ. 2030.—सिगरेट और अन्य तम्बाकू उत्पाद (विज्ञान का निषेध और व्यापार तथा वाणिज्य, उत्पादन, आपूर्ति और वितरण का नियमन) अधिनियम, 2003 की धारा 25 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए खाद्य और सार्वजनिक वितरण विभाग में केंद्र सरकार एतद्वारा निम्नलिखित सारणी के कालम-3 में उल्लिखित अधिकारियों को उक्त अधिनियम की धारा-4 के अधीन कार्य करने के लिए सक्षम अधिकारियों के तौर पर प्राधिकृत करती है :—

क्र.सं.	कार्यालय	प्राधिकृत व्यक्ति
1	2	3
1.	खाद्य और सार्वजनिक वितरण विभाग	निदेशक/उप-सचिव (प्रशासन)
2.	भं. एवं अनु. प्रभाग (फील्ड कार्यालयों सहित)	उप-निदेशक (भं. एवं अनु.)
3.	शर्करा निदेशालय	शर्करा निदेशालय में अवर सचिव (प्रशासन)
4.	वनस्पति, वनस्पति तेल और वसा निदेशालय	निदेशक (तेल)

1	2	3
5.	राष्ट्रीय शर्करा संस्था, कानपुर	वरिष्ठ प्रशासनिक अधिकारी
6.	केंद्रीय भंडारण निगम	प्रबंधक (पी.सी.एस.)
7.	मासतीय खाद्य निगम	(i) भा.खा.नि. मुख्यालय-महा-प्रबंधक (पी.ई.) (ii) जौनल कार्यालय-महाप्रबंधक (जोन) (iii) क्षेत्रीय कार्यालय-उप-महाप्रबंधक (आर.) (iv) जिला कार्यालय-क्षेत्र प्रबंधक

[फा. सं. डी-120131/2004-सामान्य]

एस. के. श्रीवास्तव, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Food and Public Distribution)

New Delhi, the 27th March, 2006

S.O. 2030.—In exercise of the powers conferred by Section 25 of "The Cigarettes and other Tobacco Products (Prohibition of Advertisement and Regulation of Trade and Commerce, Production, Supply and Distribution), Act, 2003", the Central Government in the Department of Food and Public Distribution hereby authorizes the officers indicated in Column 3 of the Table given below who shall be competent to act under Section 4 of the said Act :—

S.No.	Office	Authorized Person
1	2	3
1.	Department of Food and Public Distribution	Director/Deputy Secretary (Administration)
2.	S. and R. Division (including Field Offices)	Deputy Director (Storage and Research)
3.	Directorate of Sugar	Under Secretary (Administration) in Dte. of Sugar
4.	Directorate of Vanaspati, Vegetable Oils and Fats	Director (Oil)
5.	National Sugar Institute, Kanpur	Sr. Administrative Officer
6.	Central Warehousing Corporation	Manager (PCS)
7.	Food Corporation of India	(i) FCI HQrs-GM (PE) (ii) Zonal Offices-GM (Zone) (iii) Regional Offices-DGM (R) (iv) Dist. Offices-Area Manager

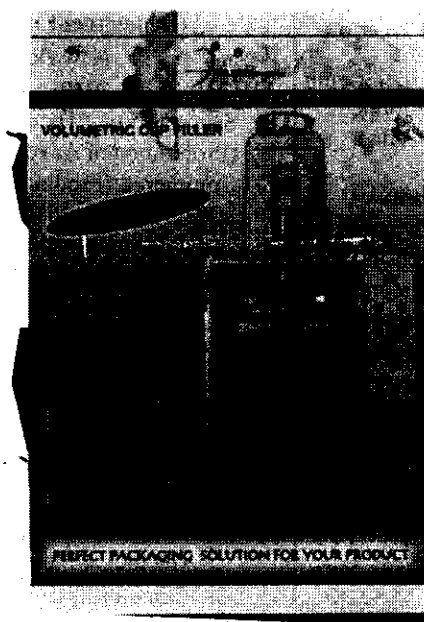
[F.No. D-120131/2004-General]

S.K. SRIVASTAVA, Jt. Secy.

नई दिल्ली, 3 मई, 2006

का. आ. 2031.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इनपैक फैब्रीकेसन्स प्रा. लि., सी-17, इंडस्ट्रीयल इस्टेट, ए पी आई आई सी क्षेत्रीय कार्यालय, कोका कोला फैक्ट्री के निकट, मौला अली हैदराबाद-500040 द्वारा निर्मित "आई एफ पी एल-सी" शृंखला के स्वचालित फिलिंग मशीन अंकक सूचन सहित अस्वचालित तोलन उपकरण (कप फिलर) के मॉडल का, जिसके ब्रांड का नाम "आई एफ पी एल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/1006 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक या अनेक कपयुक्त स्वचालित फिलिंग मशीन (कप फिलर) है। इसका प्रयोग नमक, सूजी, कॉफी पाउडर, चाय पाउडर, डिटरजेंट, बीज, रसायन आदि मुक्त प्रवाह रहित उत्पादों को भरने में किया जाता है। इसकी भराई दर 10 से 60 भराई प्रति मिनट है। इसकी अधिकतम क्षमता 5000 ग्रा. है। उपकरण 230 वोल्ट, सिंगल फेज और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 2 ग्रा. से 5000 ग्राम तक की क्षमता वाले हैं।

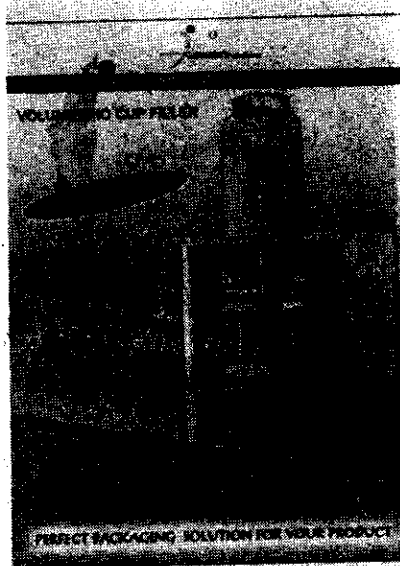
[फा. सं. डब्ल्यू एम-21(340)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 3rd May, 2006

S.O. 2031.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of Automatic Filling Machine (Cup Filler) of "IFPL-C" series with brand name "IFPL" (herein referred to as the said model), manufactured by M/s. Inpack Fabrications Private Limited., C-17, Industrial Estate, adjoining to APIIC Zonal Office, Near Coca Cola Factory, Moula-Ali, Hyderabad-500040 and which is assigned the approval mark IND/09/2005/1006;



The said model is an automatic filling machine (Cup Filler) with single or multi-cups and maximum capacity of 5000 g. It is used for filling the non-free flowing products like salt, soji, spices, coffee powder, tea powder, detergents, seeds, chemicals etc. Its output rate is 10 to 60 fills per minute. The instrument operates on 230-Volts, and 50-Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent from opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with capacity in the range 2g. to 5000 g. manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

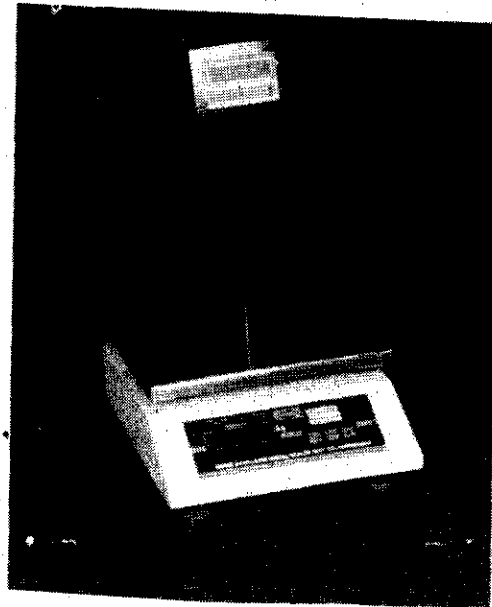
[F. No. WM-21(340)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 2032.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स श्री महालक्ष्मी डिजीटल स्केल मेनुफैक्चरिंग कम्पनी, बी/9/1, नन्दी पार्क सोसायटी, नोबल हाई स्कूल के पीछे, कृष्णा नगर, सेईजपुरबोध, अहमदाबाद-382346, गुजरात द्वारा विनिर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले “के टी टी” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “कृष्णा” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/974 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 22 किलो ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्राम या उससे अधिक “ई” मान के लिए 5000 से 50000 तक के रेंज में सत्यापन मापमान अंतराल (एन) 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(205)/2004]

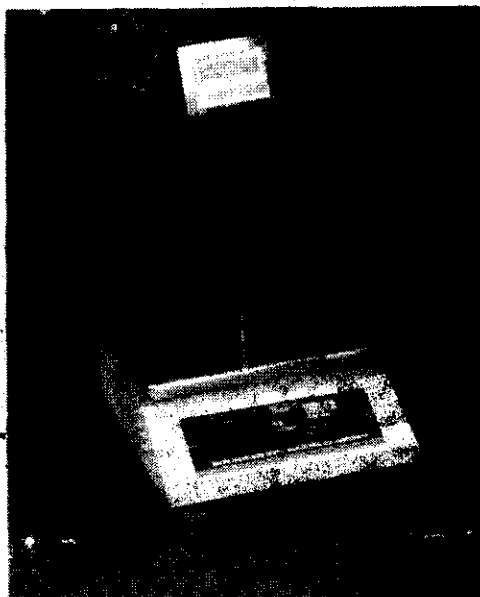
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2006

S.O. 2032 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) and brand name "KRISHNA" and series "KTT" (hereinafter referred to as the said Model), manufactured by M/s. Shree Mahalaxmi Digital Scale Mfg. Co., B/9/1, Nandi Park Society, Behind noble High School, Krishna Nagar, Saijpurbogha, Ahmedabad-382346. Gujarat and which is assigned the approval mark IND/09/05/974;

The said model (see the figure given below) is a load cell weighing instrument with a maximum capacity of 22 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instrument of similar make and performance of same series with maximum capacity upto 50 kg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

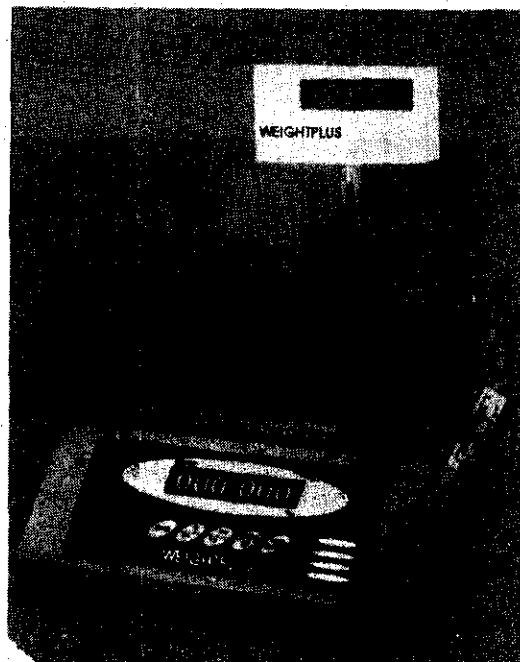
[F. No. WM-21(205)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 2033.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स समहिता सिस्टम, प्लॉट सं. 123, गायत्री नगर, मौला अली, हैदराबाद द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एस एस-जे पी” श्रृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “वेट प्लस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/33 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए भी सीलबन्ध किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्मित किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक “ई” मान के लिए 100 से 50,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि.ग्रा. या उससे अधिक के “ई” मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

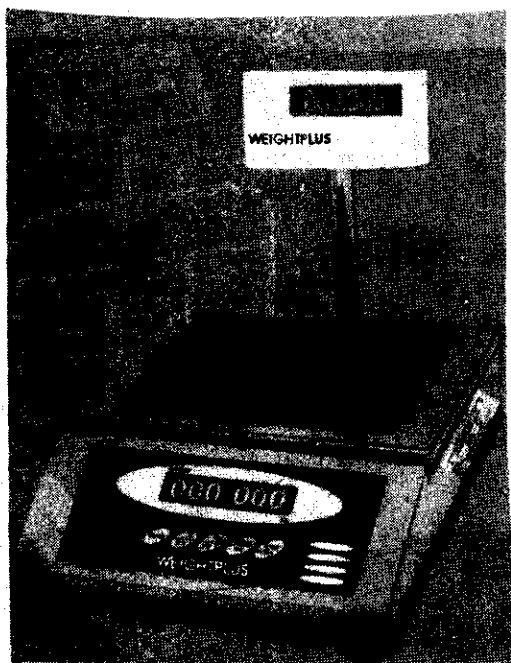
[फा. सं. डब्ल्यू एम-21(141)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2006

S.O. 2033.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of non-automatic weighing instrument (Table top type) with digital indication of "SS-JP" series of high accuracy (Accuracy class-II) and with brand name "WEIGHT-PLUS" (hereinafter referred to as the said Model), manufactured by M/s. Samhita Systems, Plot No. 123, Gayatri Nagar, Moula Ali, Hyderabad and which is assigned the approval mark IND/09/05/33;



The said Model is a strain gauge type load cell principle based non-automatic weighing instrument (Table top type) of high accuracy with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 2 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 V, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said Model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100 mg. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

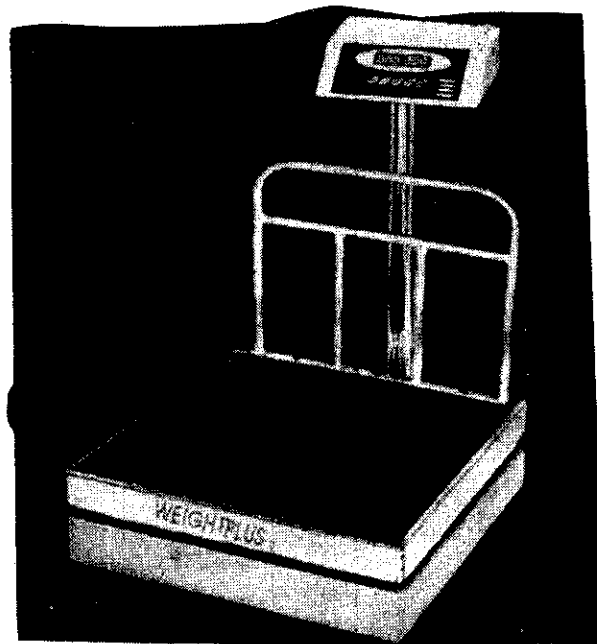
[F. No. WM-21(141)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 2034.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स समहिता सिस्टम, प्लॉट सं. 123, गायत्री नगर, मौला अली, हैदराबाद द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “एस एस-पी पी” शृंखला के अंकक सूचन सा. १, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “वेट प्लस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/34 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सेल आधारित (प्लेटफार्म प्रकार) अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 600 कि. ग्रा. है और न्यूनतम क्षमता 2.5 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 1,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. से ऊपर 1,000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

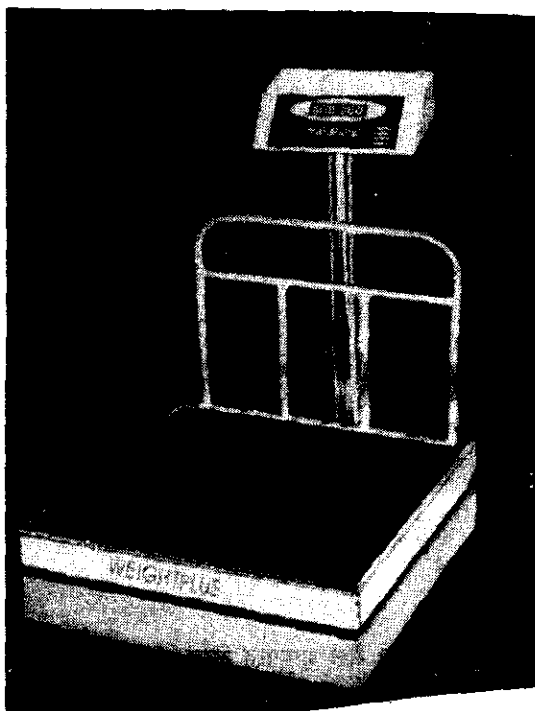
[फा. सं. डब्ल्यू एम-21(141)/2004]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 28th April, 2006

S.O. 2034 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "SS-PP" series of high accuracy (Accuracy class-II) and with brand name "WEIGHT-PLUS" (hereinafter referred to as the said Model), manufactured by M/s. Samhita Systems, Plot No. 123, Gayatri Nagar, Moula Ali, Hyderabad and which is assigned the approval mark IND/09/05/34;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 600 kg. and minimum capacity of 2.5 kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. and up to 1,000kg. with verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved Model has been manufactured.

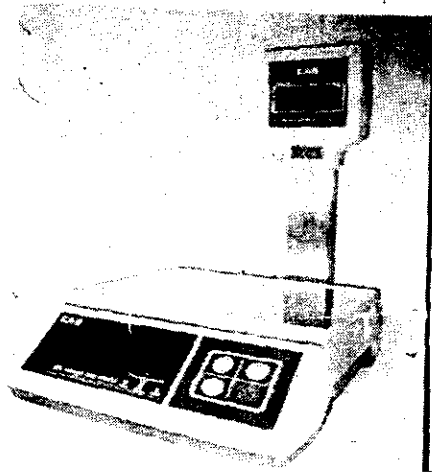
[F. No. WM-21(141)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2035.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कैस वेईंग इण्डिया लिमिटेड, 568, उद्योग विहार, फेस-V, गुडगाँव, हरियाणा-122016 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “आई डी-पी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “कैस” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/216 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 किलो ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्राम के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(41)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2035.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval non-automatic weighing instrument (Table top type) with digital indication of "ID-P" series of medium accuracy (Accuracy class-III) and with brand name "CAS" (hereinafter referred to as the said model), manufactured by M/s. CAS Weighing India Limited, 568, Udyog Vihar, Phase V, Gurgaon, Haryana-122 016 and which is assigned the approval mark IND/09/06/216;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100 g. The verification scale interval (e) is 5 g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts, 50Hz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2 g and with verification scale interval(n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

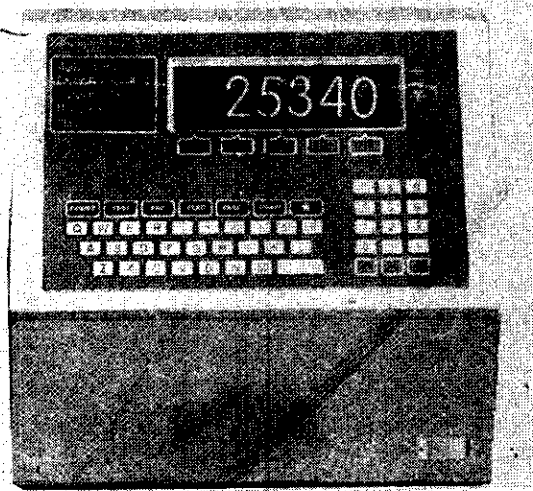
[F. No. WM-21(41)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2036.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सरीवन इंडस्ट्रीज, जी-01, देवीश्री नितायम, प्लाट सं. 38, स्नेहपुरी कालोनी, नचाराम, हैदराबाद-76 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस आई डब्ल्यू बी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (वेब्रिज प्रकार) के मॉडल का, जिसके ब्रांड का नाम "सरीवन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/06/152 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल अस्वचालित तोलन उपकरण (वेब्रिज) है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 10 कि. ग्रा. है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है। भार सकल विकृत गेज प्रकार का है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान (एन) अंतराल सहित 5 टन से अधिक और 150 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(08)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2036 .—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the model of non-automatic weighing instrument (weighbridge type) with digital indication belonging to medium accuracy (Accuracy class III) of "SIWB" series with brand name "SRIVEN" (hereinafter referred to as the said model), manufactured by M/s. Sriven Industries, G-01, Devishree Nilayam, Plot No. 38, Snehpuri Colony, Nacharam, Hyderabad-76 and which is assigned the approval mark IND/09/06/152;



The said model is a non-automatic weighing instrument (weighbridge) with a maximum capacity of 50 tonne and minimum capacity of 200kg. The verification scale interval (e) is 10 kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply. The load cell is of strain gauge type.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 150 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

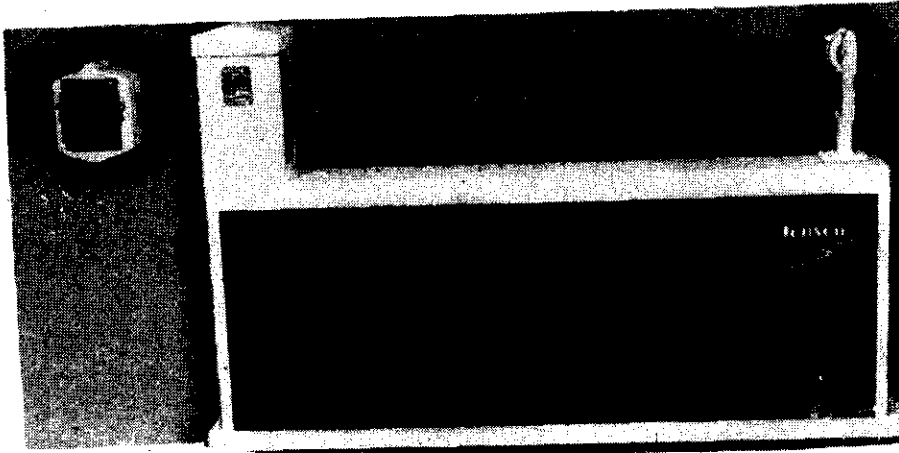
[F. No. WM-21(08)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2037.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जानसन इंडिया, 51-52, न्यू अहमदाबाद इंड. एस्टेट, सरखेज-बावला रोड, स्टील टाउन के सामने, गांव मोरैया, ताल सानन्द, जिला अहमदाबाद द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “नं.-27” श्रृंखला के एनालाग सूचन सहित अस्वचालित तोलन उपकरण मैकेनिकल वेब्रिज स्टीलयार्ड प्रकार के मॉडल का, जिसके ब्रांड का नाम “जॉनसन” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/06/214 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल अस्वचालित तोलन उपकरण (मैकेनिकल वेब्रिज स्टीलयार्ड प्रकार का) है। जो कम्पाउंड लिवर के सिद्धांतों पर आधारित है। इसकी अधिकतम क्षमता 30,000 कि.ग्रा. और न्यूनतम क्षमता 100 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 कि. ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

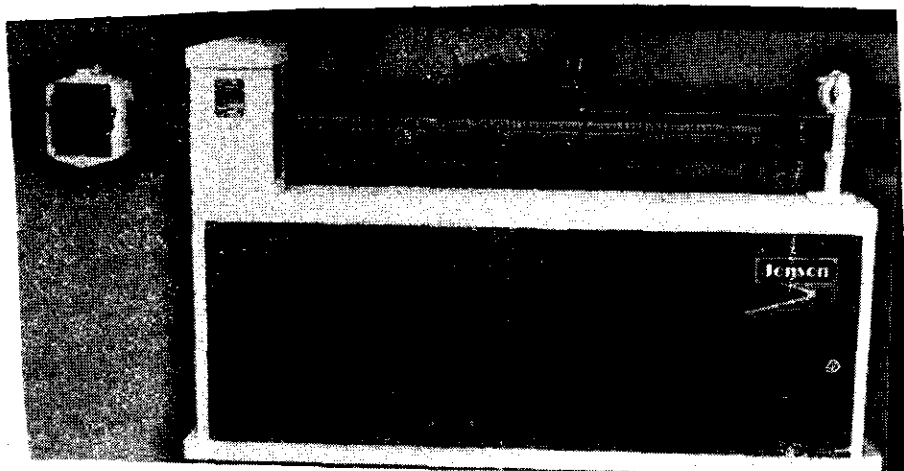
[फा. सं. डब्ल्यू एम-21(56)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2037.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument mechanical weighbridge-steelyard type with analogue indication belonging to medium accuracy (Accuracy class III) of "No. 27" series with brand name "JONSON" (herein referred to as the said model), manufactured by M/s. Jonson India, 51-52, New Amdavad Ind. Estate, Sarkhej-Bavla Road, Opp. Steel Town, Village: Moraiya, Tal: Sanad, Dist. Ahmedabad and which is assigned the approval mark IND/09/06/214;



The said model is a non-automatic weighing instrument (mechanical weighbridge-steelyard type) based on the principles of compound levels with a maximum capacity of 30,000kg and minimum capacity of 100kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 percent subtractive retained tare effect.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 5 tonne and up to 100 tonne with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5kg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

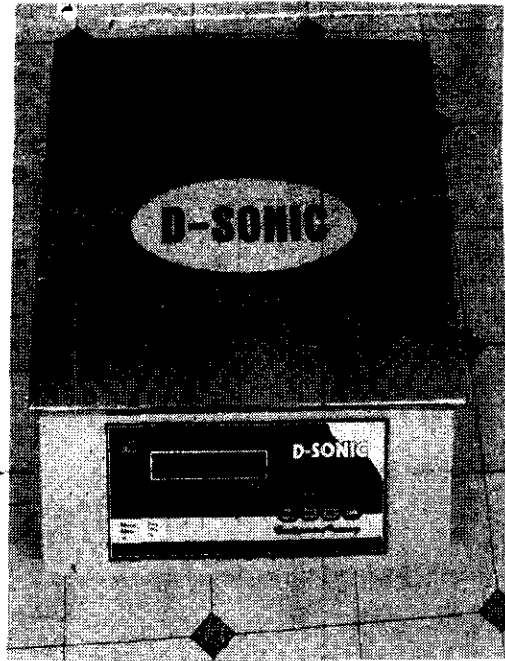
[F. No. WM-21(56)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2038.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सोनिक सिस्टम्स, राघवेन्द्र बिल्डिंग, एस. मुखर्जी रोड, के. जी. हाल्टी, जलाहल्ली-पश्चिम, बंगलौर-560015 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "एस एस" श्रृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "डी-सोनिक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/253 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 5 ग्राम है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबंद किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धान्त आदि के रूप में कोई परिवर्तन न किया जा सके।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्राम से 2 ग्राम के "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(52)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2038.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class III) of series "SS" and with brand name "D-Sonic" (hereinafter referred to as the said model), manufactured by M/s. Sonic Systems, Raghvendra Building, S. Mukherji Road, K. G. Halli, Jalahalli-West, Bangalore-560 015 and which is assigned the approval mark IND/09/06/253;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

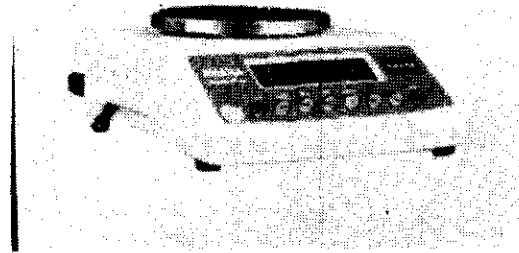
[F. No. WM-21(52)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2039.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अमना इलेक्ट्रॉनिक्स, मालावार टावर, तालीप्परमभू रोड, कन्नूर-670002, केरल द्वारा निर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले “ए ई-जे पी” शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “अमना” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/156 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्राम है। इसमें एक आद्येतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आद्येतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. तक “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

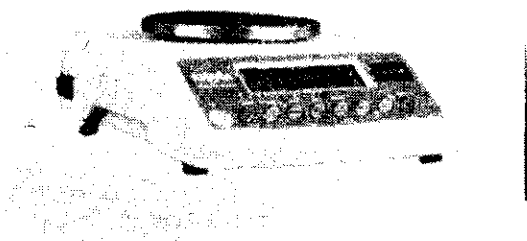
[फा. सं. डब्ल्यू एम-21(15)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2039.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "AE-JP" and with brand name "AMANA" (hereinafter referred to as the said model), manufactured by M/s. Amana Electronics Malabar Tower, Thalipparambhu Road, Kannur-670 002, Kerala and which is assigned the approval mark IND/09/2006/156.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50 mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100 mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

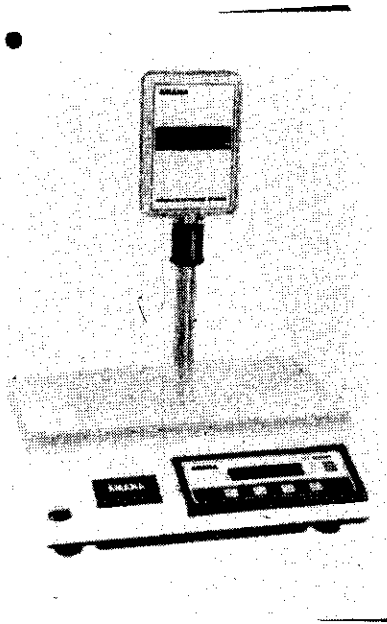
[F. No. WM-21(15)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2040.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स अमना इलैक्ट्रॉनिक्स, मालावार टावर, तालीप्परमभू रोड, कन्नूर-670002, केरल द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "ए ई-टी वी" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "अमना" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/157 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्राम है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्राम है। इसमें एक आद्येतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आद्येतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टांपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

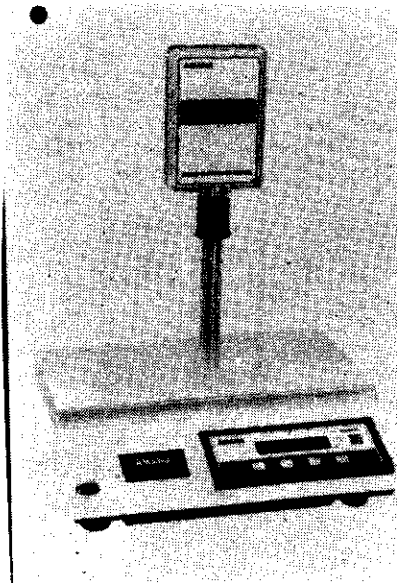
[फा. सं. डब्ल्यू एम-21(15)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2040.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of medium accuracy (Accuracy class-III) of series "AE-TB" and with brand name "AMANA" (hereinafter referred to as the said model), manufactured by M/s. Amana Electronics, Malabar Tower, Thalipparambhu Road, Kannur-670 002, Kerala and which is assigned the approval mark IND/09/2006/157.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 100 mg. to 2g. and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

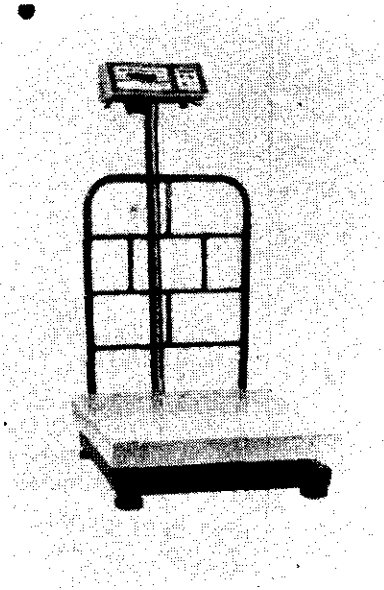
[F. No. WM-21(15)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 4 मई, 2006

का. आ. 2041.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स अमना इलैक्ट्रानिक्स, मालावार टावर, तालीप्परमभू रोड, कन्नूर-670002, केरल द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “ए ई पी टी” शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “अमना” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/158 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा और मॉडल को उसकी सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम निष्पादन सिद्धांत आदि की शर्तों पर परिवर्तित/परिवर्धित नहीं किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. से 5000 तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

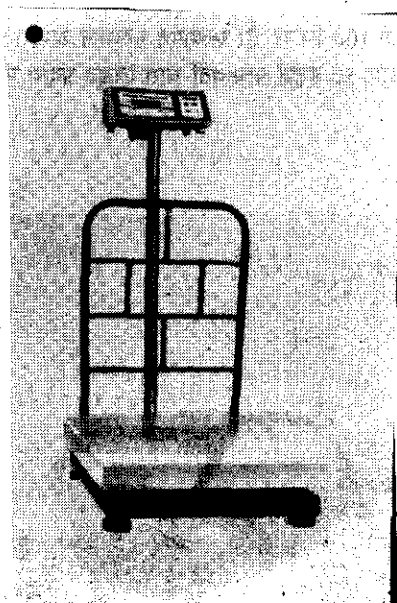
[फा. सं. डब्ल्यू एम-21(15)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 4th May, 2006

S.O. 2041.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "AE-PT" series of medium accuracy (Accuracy class-III) and with brand name "AMANA" (hereinafter referred to as the said model), manufactured by M/s. Amana Electronics, Malabar Tower, Thalipparambhu Road, Kannur-670 002, Kerala and which is assigned the approval mark IND/09/2006/158;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000 kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(15)/2006]

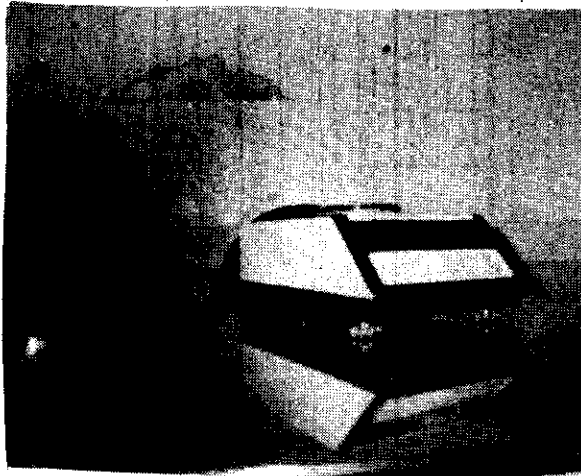
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2042.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स इन्टेक वेईंग प्राइवेट लिमिटेड, संख्या सी/5, रतनदीप इण्डस्ट्रियल एस्टेट, एल बी एस रोड, शास्त्री नगर, भण्डूप (वेस्ट), मुंबई-400079, महाराष्ट्र द्वारा विनिर्मित विशेष यथार्थता वर्ग (यथार्थता वर्ग-1) वाले "आई ए" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इन्टेक" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/933 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक इलैक्ट्रोमैग्नेटिक फार्स कम्पेंसेशन सिद्धांत आधारित अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) है। इसकी अधिकतम क्षमता 120 ग्राम और न्यूनतम क्षमता 100 मि.ग्रा. है। सत्यापन मापमान अंतराल (ई) 1 मि. ग्राम है (डिस्पले यूनिट लिक्विड क्रिस्टल डिस्पले प्रकार की है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा।

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. या उससे अधिक के "ई" मान के लिए 5000 तक की रेंज में सत्यापन माप मान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(209)/2005]

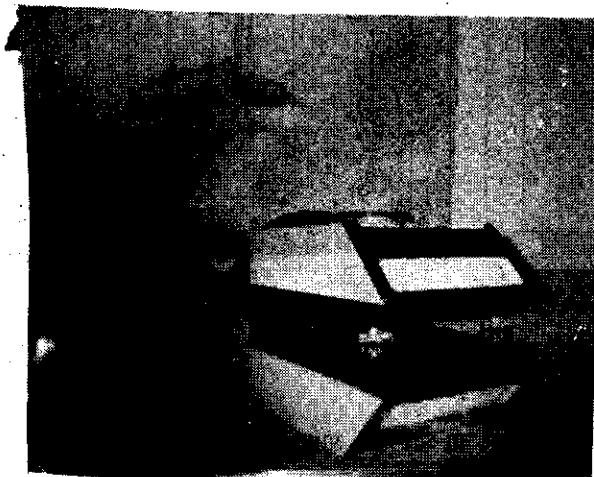
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2042.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "IA" series belonging to special accuracy class (accuracy class-I) and with brand name "INTECH" (hereinafter referred to as the said model), manufactured by M/s. Intech Weighing Private Limited, No. C/5, Ratandee Industrial Estate, LBS Road, Shastri Nagar, Bhandup (W), Mumbai-400 079, Maharashtra and which is assigned the approval mark IND/09/2005/933;

The said model is an Electromagnetic force compensation principle based non-automatic weighing instrument (Table top type) of maximum capacity 120g., minimum capacity is 100mg. and the value of verification scale interval 'e' is 1mg. The display unit is of liquid crystal display (LCD) type. The instrument operates on 230 Volts, 50 Hertz alternate current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity upto 50kg. and with number of verification scale interval(n) more than or equal to 50000 for 'e' value 1mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved model has been manufactured.

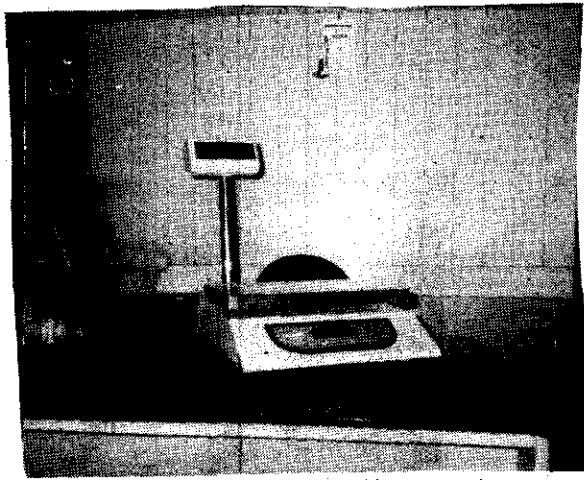
[F. No. WM-21(209)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2043.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इन्टेक वेईंग प्राइवेट लिमिटेड, संख्या सी/5, रतनदीप इण्डस्ट्रियल एस्टेट, एल बी एस रोड, शास्त्री नगर, भण्डूप (वेस्ट), मुंबई-400079, महाराष्ट्र द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “आई टी बी” शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “इन्टेक” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/934 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबलटाप प्रकार) है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्राम के “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलो ग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

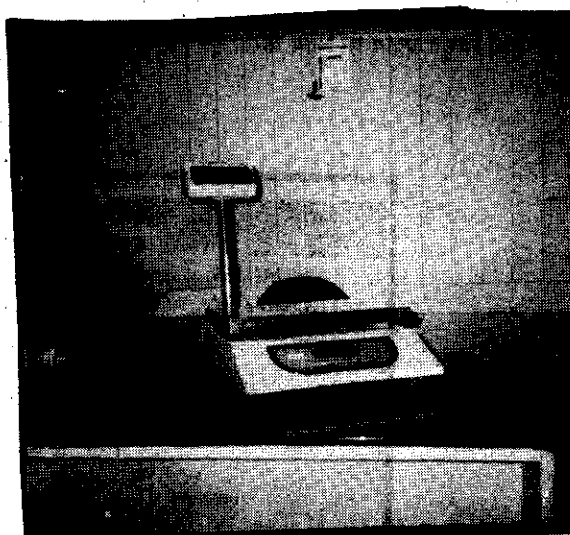
[फा. सं. डब्ल्यू एम-21(209)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, त्रिधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2043.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "ITB" series of medium accuracy (Accuracy class-III) and with brand name "INTECH" (hereinafter referred to as the said model), manufactured by M/s. Intech Weighing Private Limited, No. C/5, Ratandee Industrial Estate, LBS Road, Shastri Nagar, Bhandup (W), Mumbai-400 079, Maharashtra and which is assigned the approval mark IND/09/2005/934;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100mg. to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F/No. WM-21(209)/2005]

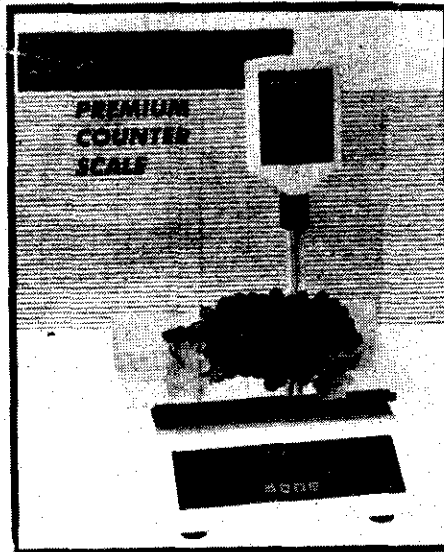
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2044.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दर्पण इंजीनियर्स, पांचवी रोड, प्लॉट नं. 768, राम भरोसे रोड, जोधपुर, राजस्थान द्वारा निर्मित उच्च यथार्थता वर्ग (यथार्थता वर्ग-II) वाले "टी ए जे टी-30" शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (टेबलटाप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ताज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2006/205 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (टेबलटाप प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्ट्रापिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्राम तक और "ई" मान के लिए 100 से 5000 तक की रेंज में सत्यापन मापमान अंतराल (एन) 100 मि. ग्रा. तक या उससे अधिक के "ई" मान के लिए 5000 से 50,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(103)/2005]

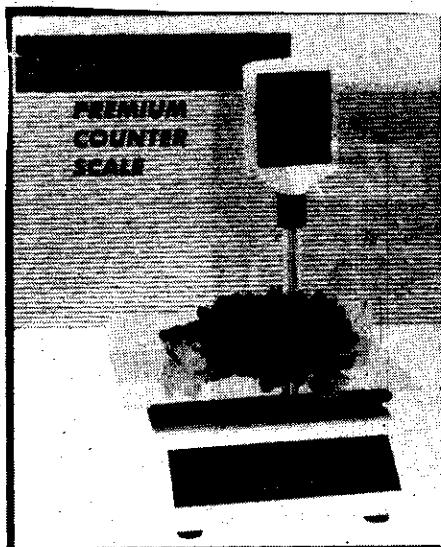
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2044.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "TAJT-30" series of high accuracy (Accuracy class-II) and with brand name "TAJ" (hereinafter referred to as the said model), manufactured by M/s Darpan Engineers, 5th Road, Plot No. 768, Ram Bharose Road, Jodhpur, Rajasthan and which is assigned the approval mark IND/09/2006/205;

The said model (see the figure given below) is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity 30kg. and minimum capacity is 100g. The verification scale interval (e) is 2g. It has tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative power supply.



In addition to sealing the stamping plate sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg to 50mg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(103)/2005]

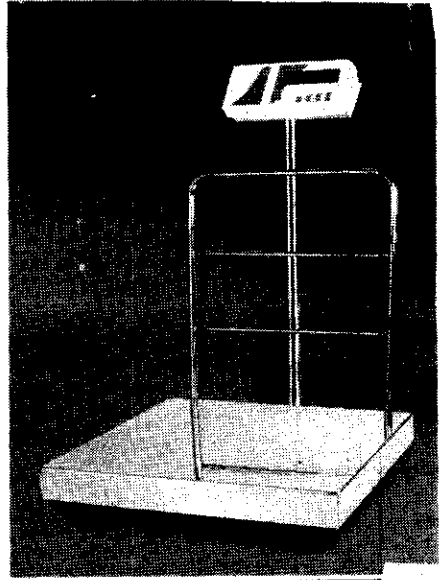
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2045.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स दर्पण इंजीनियर्स, पांचवी रोड, प्लॉट नं. 768, राम भरोसे रोड, जोधपुर, राजस्थान द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले टी ए जे पी-500 शृंखला के अंकक सूचन सहित, अस्वचालित, तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ताज" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/206 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।

उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (गेज प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 500 कि.ग्रा. और न्यूनतम क्षमता 2 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टांपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अंतराल सहित 50 कि.ग्रा. से 1000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

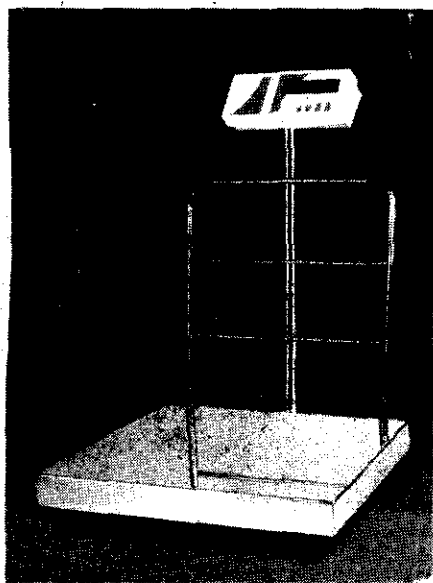
[फा. सं. डब्ल्यू एम-21(103)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2045.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self indicating non-automatic (Platform type) weighing instrument with digital indication of "TAJP-500" series of medium accuracy (Accuracy class-III) and with brand name "TAJ" (hereinafter referred to as the said model), manufactured by M/s Darpan Engineers, 5th Road, Plot No. 768, Ram Bharose Road, Jodhpur, Rajasthan and which is assigned the approval mark IND/09/06/206;



The said model (see the figure given below) is a strain gauge type load cell based weighing instrument with a maximum capacity 500kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts, 50 Hertz alternative power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of same series with maximum capacity above 50kg. and up to 1000 kg. and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

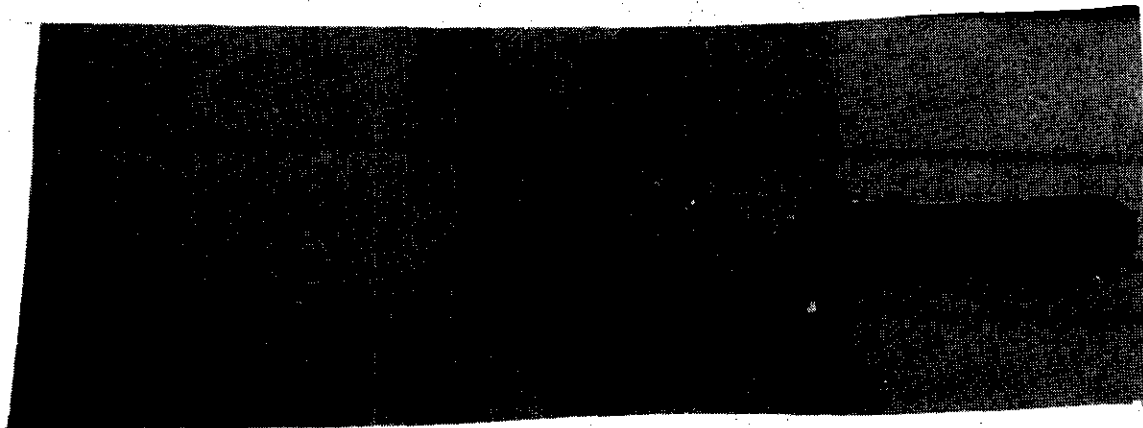
[F. No. WM-21(103)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2046.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स कोची रिफाइनरिज लि., पोस्ट बैग नं.-2, अम्बालामुगल, कोची-682302 द्वारा विनिर्मित यथार्थता वर्ग-III वाले "लफिकन" शृंखला के स्टील डिप टेप मापक के मॉडल का, जिसके ब्रांड का नाम "लफिकन" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/705 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक स्टील डिप मापक है जिसमें डिप भार लगा हुआ है। इसका प्रयोग 1 मि. टी. ग्रेजुएशन के साथ 20 मी. लम्बाई की तेल मात्राओं के मापन में किया जाता है। टेप की चौड़ाई 13 मि. टी. है और मोटाई 0.30 मि. मी. है। टेप की अधिकतम लम्बाई की रेंज 5 मी. , 10 मी., 15 मी. 20 मी., 25 मी., और 50 मी. है और इसका लघुतम डिविजन 1 मि. मी. है।

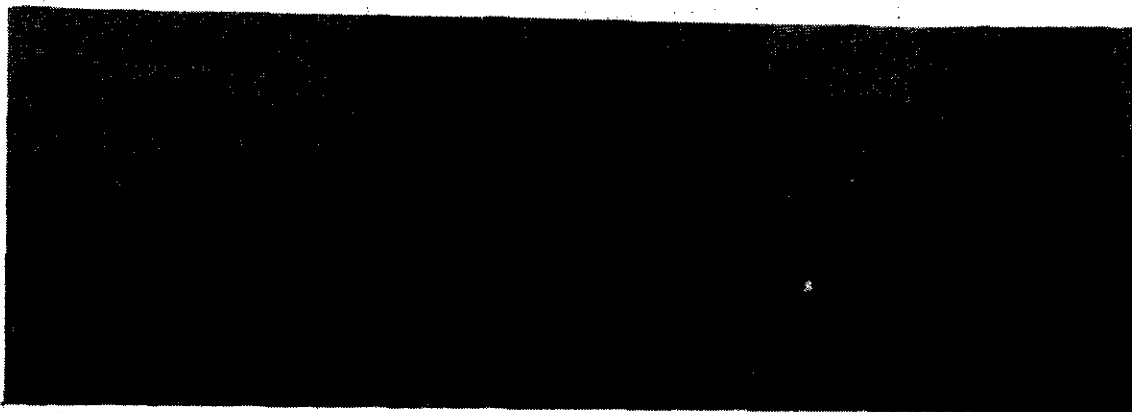
[फा. सं. डब्ल्यू एम 21(43)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2046.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of steel dip tape measure of "LUFKIN" series, accuracy class-III and with brand name "LUFKIN" (hereinafter referred to as the said model), used by M/s Kochi Refineries Ltd., Post Bag No. 2, Ambalamugal, Kochi-682 302 and which is assigned the approval mark IND/09/2005/705;



The said model is a steel dip tape measure with dip weight attachment for use in measurement of oil quantities of length 20m with 1mm graduation. The tape has a width of 13mm and thickness of 0.30mm. The range of maximum length of the tapes are 5m, 10m, 15m, 20m, 25m and 50m with smallest division 1mm.

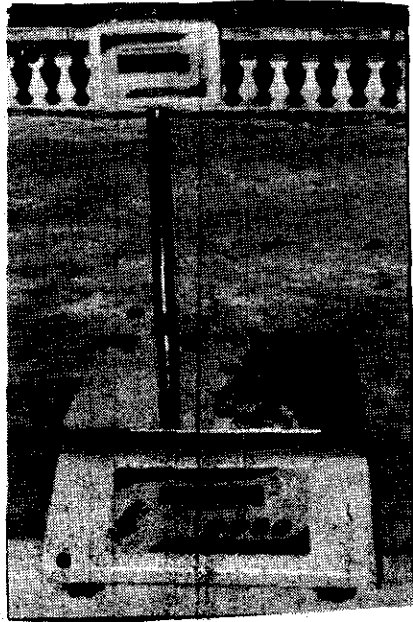
[F. No. WM-21(43)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2047.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्यूट वेईंग सिस्टम्स, #61, 6वां क्रॉस, शक्तथिगणपतिनगर, बसवेश्वर नगर-पोस्ट, बंगलौर-560079, कर्नाटक द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले “ए डब्ल्यू एस-जे पी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्यूट” है (जिसे इसमें इसके पश्चात् उक्त माडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/250 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) है। इसकी अधिकतम क्षमता 30 कि. ग्रा. है और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्त है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टैपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि. ग्रा. से 50 मि. ग्रा. के “ई” मान के लिए 100 से 50,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) और 100 मि. ग्रा. या उससे अधिक के “ई” मान के लिए 5000 से 50000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

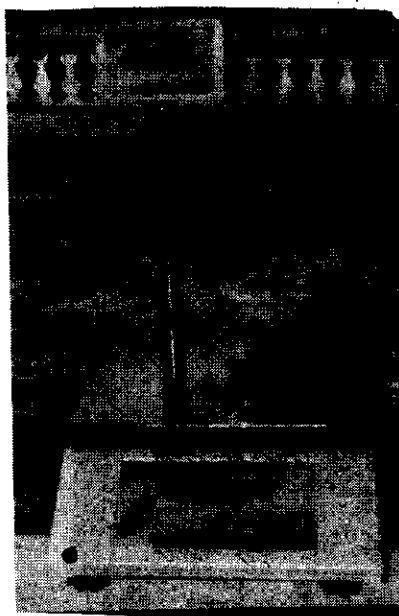
[फा. सं. डब्ल्यू एम-21(47)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2047.—Whereas the Central Government, after considering the report submitted to it by prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of high accuracy (Accuracy class-II) of series "AWS-JP" and with brand name "ACUTE" (hereinafter referred to as the said model), manufactured by M/s. Acute Weighing Systems, #61, 6th Cross, Shakthiganapathinagar, Basaveshwar Nagar-Post, Bangalore-560079, Karnataka and which is assigned the approval mark IND/09/2006/250;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 50,000 for 'e' value of 1mg. to 50mg. and with verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

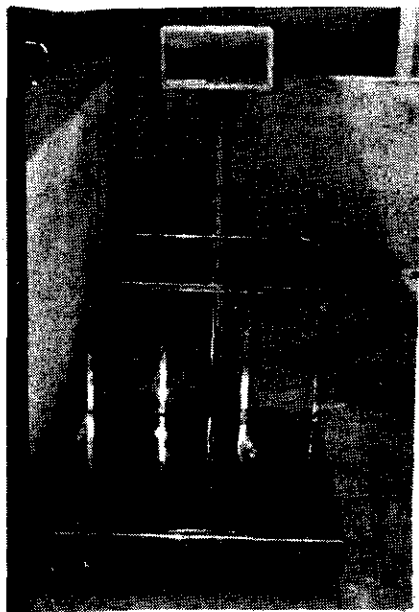
[F. No. WM-21(47)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2048.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की (7) और उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्ज्यूट वेईंग सिस्टम्स, #61, 6वां क्रॉस, शक्तधिगणपतिनगर, बसवेश्वर नगर-पोस्ट, बंगलौर-560079, कर्नाटक द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “ए डब्ल्यू एस-पी टी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम “एक्ज्यूट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/251 समनुदेशित किया गया है, अनुमोदन प्रमाण पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गैज प्रकार का भार सैल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि. ग्रा. है और न्यूनतम क्षमता 4 कि. ग्रा. है। सत्यापन मापमान अन्तराल (ई) 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टांपिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया सके।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

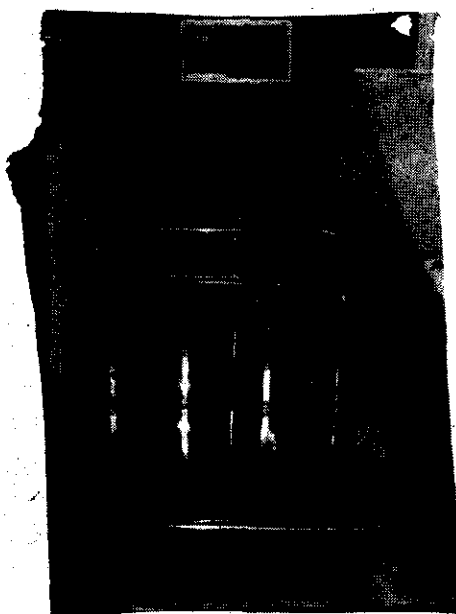
[फा. सं. डब्ल्यू एम-21(47)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2048.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "AWS-PT" series of medium accuracy (Accuracy class-III) with brand name "A" (hereinafter referred to as the said model), manufactured by M/s. Acute Weighing Systems, #61, 6th Cross, Shakthiganapathinagar, Basaveshwar nagar-post, Bangalore-560079, Karnataka and which is assigned the approval mark IND/09/06/251;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 5000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

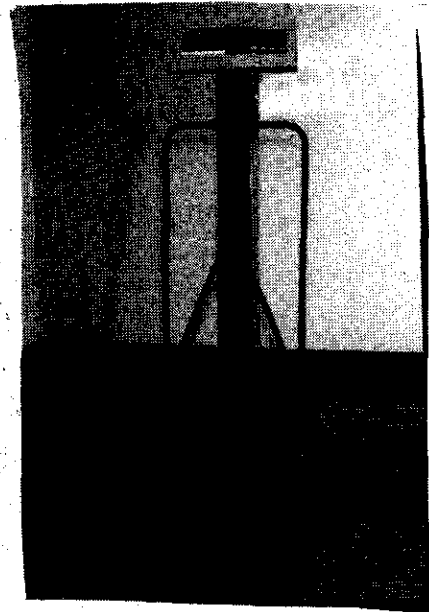
[F. No. WM-21(47)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2049.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एक्ज्यूट वेईंग सिस्टम्स, #61, 6वां क्रॉस, शक्तधिगणपतिनगर, बसवेश्वर नगर-पोस्ट, बंगलौर-560079, कर्नाटक द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “ए डब्ल्यू एस-पी सी” शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म मशीन के लिए कंवर्सन किट) के मॉडल का, जिसके ब्रांड का नाम “एक्ज्यूट” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2006/252 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गैज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म मशीन के लिए कंवर्सन किट) है। इसकी अधिकतम क्षमता 500 किलो ग्रा. है और न्यूनतम क्षमता 2 किलो ग्रा. है। सत्यापन मापमान अन्तराल (ई) 100 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश-उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टापींग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा और मॉडल को इसके सामग्री, यथार्थता, डिजाइन, सर्किट डायग्राम, वर्किंग सिद्धांत आदि के रूप में कोई परिवर्तन न किया जा सके।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मापमान अंतराल (एन) सहित 50 किलोग्राम से अधिक और 1000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(47)/2006]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

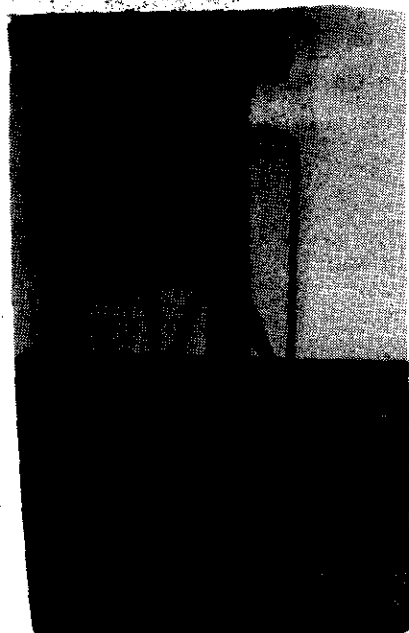
New Delhi, the 5th May, 2006

S.O. 2049.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Conversion kit for Platform machine) with digital indication of "AWS-PC" series of medium accuracy (Accuracy class-III) with brand name "ACUTE" (hereinafter referred to as the said model), manufactured by M/s. Acute Weighing Systems, #61, 6th Cross, Shakhiganapathinagar, Basaveshwar nagar-post, Bangalore-560079, Karnataka and which is assigned the approval mark IND/09/06/252;

The said model is a strain gauge type load cell based non-automatic weighing instrument (Conversion kit for Platform machine) with a maximum capacity of 500 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices and model shall not be changed in terms of its material, accuracy, design, circuit diagram, working principle etc.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 1000kg. with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

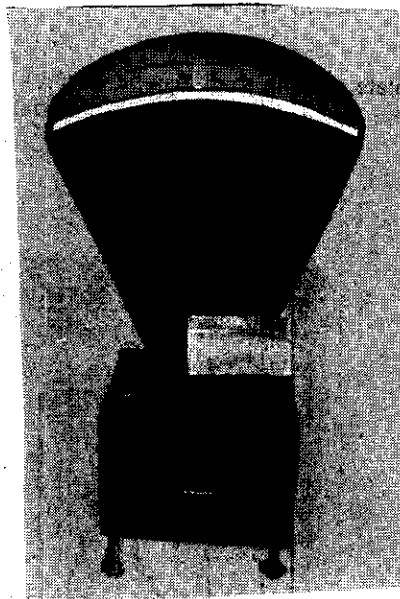
[F. No. WM-21(47)/2006]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2050.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एम. के. जैन एंड कम्पनी, 19-मनौली हाऊस, प्रेम नगर बस स्टैंड के सामने, जेल लैंड के समीप, अम्बाला सिटी-134003, हरियाणा द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “टी आर-1001” शृंखला के अंकक सूचन सहित अस्वचालित तोलन उपकरण (प्लेटफार्म मशीन-प्रो वेट प्रकार) के मॉडल का, जिसके ब्रांड का नाम “ट्राफी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/1007 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक मैकेनिकल प्रकार का लीवर आधारित अस्वचालित (प्लेटफार्म-प्रो वेट प्रकार) के तोलन उपकरण है। इसकी अधिकतम क्षमता 30 किलो ग्रा. है और न्यूनतम क्षमता 2 किलो ग्रा. है। सत्यापन मापमान अंतराल (ई) 100 ग्रा. है।

स्टायिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्राम या उससे अधिक “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन अंतराल (एन) सहित 50 किलोग्राम से अधिक और 1000 किलोग्राम तक की अधिकतम क्षमता वाले हैं और “ई” मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(301)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2050.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform machine-Pro-weight type) with analogue indication of medium accuracy (Accuracy class-III) of series "TR-1601" and with brand name "TROPHY" manufactured by M/s. M. K. Jain & Co., 19, Manauli House, Opp. Prem Nagar Bus Stand, Near Jail Land, Ambala City-134 003, Haryana and which is assigned the approval mark IND/09/05/21007;



The said model is mechanical type lever based non-automatic weighing instrument (Platform machine-Pro-weight type) with a maximum capacity of 300 kg. and minimum capacity of 2kg. The verification scale interval (e) is 100g.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 1000kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(301)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2051.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स एम.के. जैन एंड कम्पनी, 19-मनौली हाऊस, प्रेम नगर बस स्टैण्ड के सामने, जेल लैंड के समीप, अम्बाला सिटी-134003, हरियाणा द्वारा विनिर्मित सामान्य यथार्थता वर्ग (यथार्थता वर्ग-III) वाले “ट्राफी” श्रृंखला के एनालॉग सूचन सहित अस्वचालित तोलन उपकरण (स्वतः सूचक प्रकार) के मॉडल का जिसके ब्रांड का नाम “ट्राफी” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/2005/1008 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक लीवर आधारित तोलन उपकरण है। इसकी अधिकतम क्षमता 5 कि.ग्रा. है और न्यूनतम क्षमता 200 ग्राम है। सत्यापन मापमान अन्तराल (ई) 20 ग्रा. है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 100 से 1000 तक की रेंज में सत्यापन अंतराल (एन) सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^{-3} , 2×10^{-3} या 5×10^{-3} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य है।

[फा. सं. डब्ल्यू एम-21(301)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5h May, 2006

S.O. 2051.—Whereas, the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument with analogue indication (self-indicating type) of "TROPHY" series of ordinary accuracy (Accuracy class-III) and with brand name "TROPHY" manufactured by M/s. M.K. Jain & Co., 19, Manauli House, Opp. Prem Nagar Bus Stand, near Jail Land, Ambala City-134 003, Haryana and which is assigned the approval mark IND/09/05/1008;

The said model (see the figure given below) is a lever based weighing instrument with a maximum capacity of 5kg and minimum capacity of 200g. The verification scale interval (e) is 20g.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. and with number of verification scale interval (n) in the range of 100 to 1000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

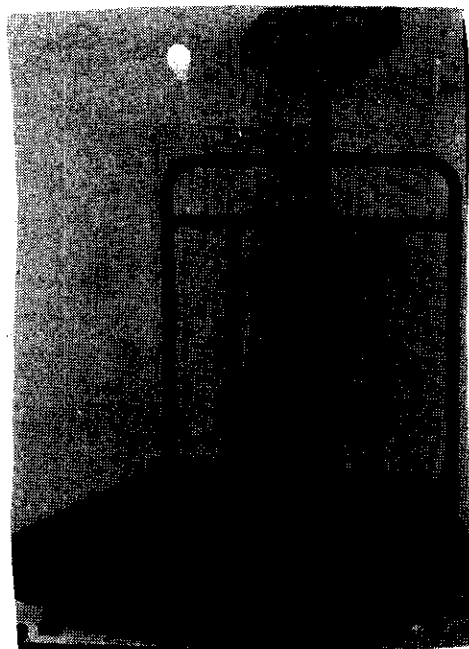
[F. No. WM-21(301)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2052.--केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त माडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स सुरभी इंजीनियरिंग कंपनी, 20/294, प्रीमियर, काल्लई, कालीकट-683003 केरल द्वारा निर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "डी एस-एच पी पी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के माडल का, जिसके ब्रांड का नाम "दिपम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/921 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 2.5 कि. ग्रा. है। सत्यापन मापमान अन्तराल 50 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विभिन्नित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 5,000 से 50,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि. ग्रा. से अधिक और 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

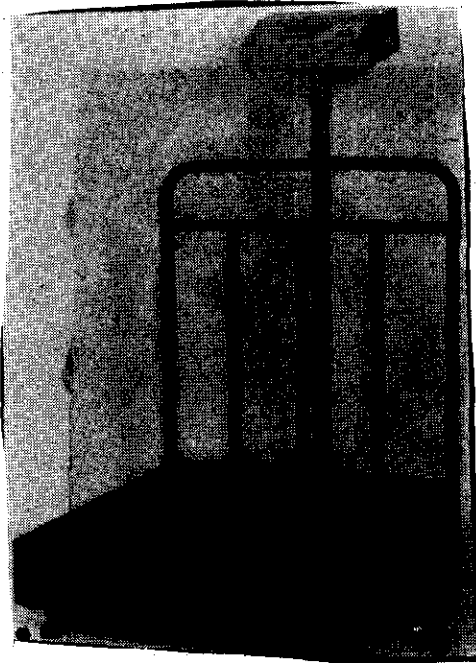
[फा. सं. डब्ल्यू एम -21(218)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5h May, 2006

S.O. 2052.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "DS-HPP" series of high accuracy (Accuracy class-II) and with brand name "DEEPAM" (hereinafter referred to as the said Model), manufactured by M/s. Surabi Engineering Co. #20/294, Premier, Kallai, Calicut-673 003, Kerala and which is assigned the approval mark IND/09/05/921;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 2.5kg. The verification scale interval (e) is 50g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, performance of same series with maximum capacity ranging above 50kg. to 5000kg. and with number of verification scale interval (n) in the range of 5000 to 50,000 for 'e' value of 100mg or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design, accuracy and with the same materials with which, the said approved model has been manufactured.

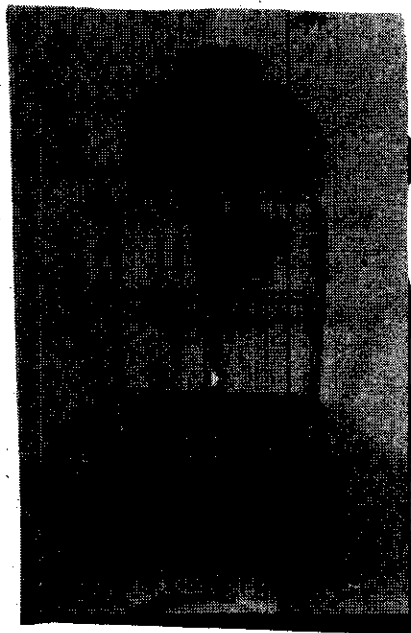
[F. No. WM-21(218)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2053.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इंडिका इलेक्ट्रॉनिक्स वेइंग, # 24, पंचजंय, 15वां मेन रोड, जे सी नगर, बंगलौर-560036 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आई पी एफ" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इंडिका" है (जिसे उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/614 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृति गेज प्रकार का लोड सेल आधारित अस्वचालित (प्लेटफार्म प्रकार) तोलन उपकरण है। इसकी अधिकतम क्षमता 1000 कि.ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन माप मान अंतराल (एन) सहित 50 कि. ग्रा. से अधिक भार 5000 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

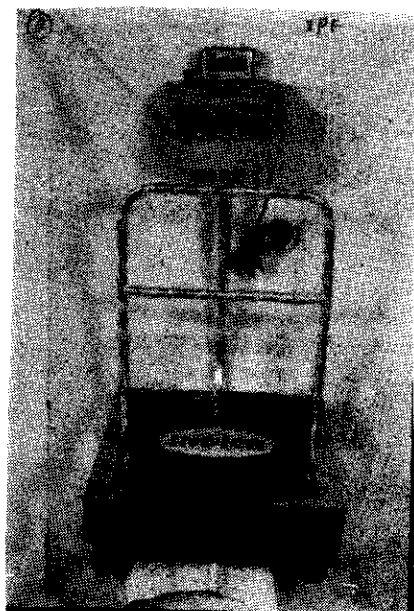
[फा. सं. डब्ल्यू एम-21(50)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2053.—Whereas, the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Platform type) with digital indication of "IPF" series of medium accuracy (Accuracy class-III) and with brand name "Indica" (hereinafter referred to as the said model), manufactured by M/s. Indica Electronics Weighing, #24, Panchanjai, 15th Main Road, J.C. Nagar, Bangalore-560036, Karnataka and which is assigned the approval mark IND/09/05/614.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Platform type) with a maximum capacity of 1000 kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50kg. and up to 5000kg with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

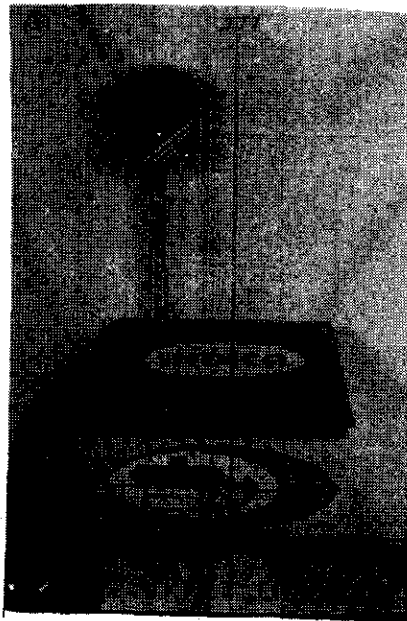
[F. No. WM-21(50)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2054.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स इंडिका इलेक्ट्रोनिक्स प्राइवेट लि., # 24, पंचजंय, 15वां मेन रोड, जे सी नगर, बंगलूर-560036 द्वारा निर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले "आई टी टी" शृंखला के अंकक सूचन सहित, अस्वचालित तोलन उपकरण (टेबलटॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "इंडिका" है (जिसे उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिन्ह आई एन डी/09/05/613 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक विकृत गेज प्रकार का लोड सेल आधारित अस्वचालित (टेबल टॉप प्रकार का) तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एलईडी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टॉपिंग प्लेट के मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्ध भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि.ग्रा. से 2 ग्रा. तक "ई" मान के लिए 100 से 10,000 तक के रेंज में सत्यापन मापमान अंतराल (एन) और 5 ग्राम या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 50 कि.ग्रा. से अधिक और 500 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^{-6} , 2×10^{-6} या 5×10^{-6} , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

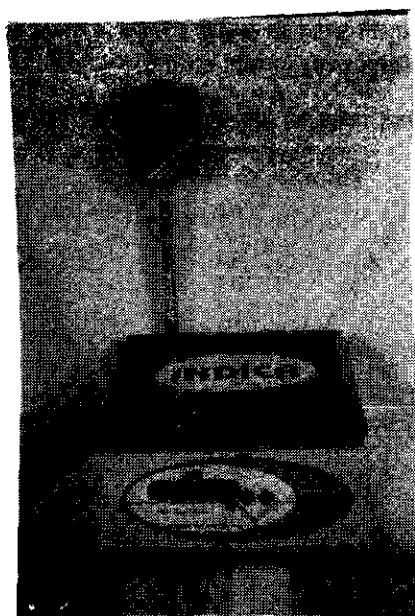
[फा. सं. डब्ल्यू एम-21(50)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2054.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "ITT" series of medium accuracy (Accuracy class-III) and with brand name "Indica" (hereinafter referred to as the said model), manufactured by M/s. Indica Electronics Weighing, #24, Panchanjai, 15th Main Road, J.C. Nagar, Bangalore-560036, Karnataka and which is assigned the approval mark IND/09/05/613.



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30 kg. and minimum capacity of 100g. The verification scale interval (e) is 5g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts, 50 Hertz alternative current power supply.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2g and with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , where k is a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(50)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

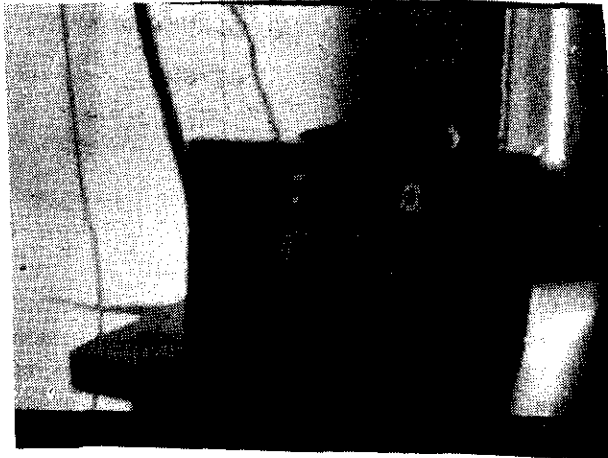
नई दिल्ली, 5 मई, 2006

का.आ. 2055.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जियो इक्वूपमेंट्स प्रा. लि., 15, गनापुरम, कुनियामुथुर पोस्ट आफिस, कोयम्बटूर-641008 द्वारा विनिर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले "जी डब्ल्यू" शृंखला के स्वतः सूचक, अंकक सूचन सहित, अस्वचालित तोलन उपकरण (मल्टी लोड सैल प्रकार इलैक्ट्रॉनिक वेब्रिज) के मॉडल का, जिसके ब्रांड का नाम "जियो स्केल" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/83 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।

उक्त मॉडल (नीचे दी गई आकृति देखें) एक मल्टी लोड सैल आधारित वेब्रिज प्रकार का अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 200 कि. ग्रा. है। सत्यापन मापमान अंतराल (ई) का मान 10 कि.ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को सील करने के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोले जाने से रोकने के लिए भी सीलबन्द किया जाएगा।



और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का विनिर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 कि.ग्रा. या उससे अधिक के "ई" मान के लिए 500 से 10,000 तक की रेंज में सत्यापन माप मान अंतराल (एन) सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(182)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5h May, 2006

S.O. 2055.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of the self-indicating, non-automatic (multi load cell type electronic weighbridge) weighing instrument with digital indication of "GW" series of medium accuracy (Accuracy class-III) and with brand name "GEO SCALE" (hereinafter referred to as the said model), manufactured by M/s. Geo Equipments Pvt. Ltd., 15, Gnanapuram, Kuniyamuthur P.O. Coimbatore-641008 and which is assigned the approval mark IND/09/05/83;

The said model (see the figure given below) is multi load cells based weigh bridge type weighing instrument with a maximum capacity of 50 tonne and minimum capacity of 200 kg. The verification scale interval (e) is 10kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing results. The instrument operates on 230 Volts and 50 Hertz alternate current power supply.

In addition to sealing the stamping plate, sealing shall be done to prevent the opening machine for fraudulent practices.



Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity above 5 tonne and up to 100 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5 kg. or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

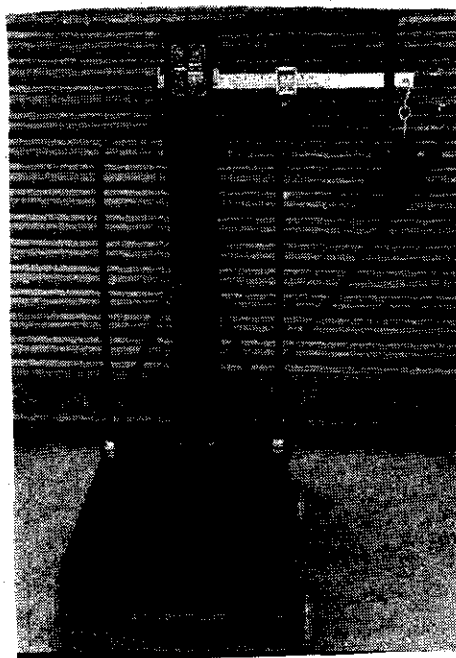
[F. No. WM-21(182)/2005]

P. A. KRISHNAMOORTHY, Director, Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2056.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स मार्कण्डा स्केल कंपनी, गोपी विहार, बेरीवाला पीर के सामने, शाहबाद मार्कण्डा 136 135 हरियाणा द्वारा निर्मित मध्यम यथार्थता वर्ग (यथार्थता वर्ग-III) वाले अंकक सूचन सहित, अस्वचालित तोलन उपकरण (मैकेनिकल प्लेटफार्म मशीन-प्रो वेट प्रकार) के मॉडल का, जिसके ब्रांड का नाम "नीलम" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/06/35 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल एक यांत्रिक स्टीलयाई प्रकार का लीवर आधारित (मैकेनिकल प्लेटफार्म मशीन-प्रोवेट प्रकार) का अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 300 कि.ग्रा. और न्यूनतम क्षमता 2 कि. ग्रा. है। सत्यापन मापमान अन्तराल 100 ग्रा. है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के "ई" मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मान (एन) अंतराल सहित 50 कि.ग्रा. से अधिक और 1000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान 1×10^3 , 2×10^3 या 5×10^3 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा. सं. डब्ल्यू एम-21(328)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5h May, 2006

S.O. 2056.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Mechanical Platform Mechanic-Pro-Weight Type) with analogue indication of Medium accuracy (Accuracy class-III) and with brand name "NEELAM" manufactured by M/s. Markanda Scale Co., Gopi Vihar, Opp. Beriwalla Peer, Shahabad Markanda-136 135, Haryana and which is assigned the approval mark IND/09/06/35;



The said model is a mechanical type lever based non-automatic weighing instrument (mechanical platform machine-pro-weighing type) with a maximum capacity of 300 kg. and minimum capacity of 2 kg. The verification scale interval (e) is 100 g.

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, accuracy and performance of same series with maximum capacity above 50 kg. and up to 1000 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(328)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 5 मई, 2006

का. आ. 2057.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उप-धारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स जे एंड जे इंटरप्राइज, एल आई जी-650, आठवीं मेन रोड मोगापेयर एरी, चेन्नई-600037, महाराष्ट्र द्वारा विनिर्मित उच्च यथार्थता (यथार्थता वर्ग-II) वाले "ए जी टी" श्रृंखला के अंकक सूचना सहित, अस्वचालित तोलन उपकरण (टेबल टॉप प्रकार) के मॉडल का, जिसके ब्रांड का नाम "ऐरो" है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/05/919 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है।



उक्त मॉडल (नीचे दी गई आकृति देखें) एक विकृत गेज प्रकार का भार सेल आधारित अस्वचालित (टेबल टॉप प्रकार) के (तोलन उपकरण है। इसकी अधिकतम क्षमता 30 कि.ग्रा. है और न्यूनतम क्षमता 40 ग्रा. है। सत्यापन मापमान अन्तराल (ई) 2 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श तोलन परिणाम उपदर्शित करता है। उपकरण 230 वोल्ट और 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकन के अतिरिक्त मशीन को कपटपूर्ण व्यवहारों के लिए खोलने से रोकने के लिए सीलबन्द भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत, डिजाइन के अनुसार और उसी सामग्री से जिससे उक्त अनुमोदित मॉडल का निर्माण किया गया है, विनिर्मित उसी श्रृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 मि.ग्रा. से 50 मि.ग्रा. तक 'ई' मान के लिए 100 से 5,000 तक के रेंज में सत्यापन अन्तराल (एन) और 100 मि.ग्रा. या उससे अधिक के 'ई' मान के लिए 500 से 50,000 तक की रेंज में सत्यापन अंतराल (एन) सहित 50 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और "ई" मान $1 \times 10^*$, $2 \times 10^*$ या $5 \times 10^*$, के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

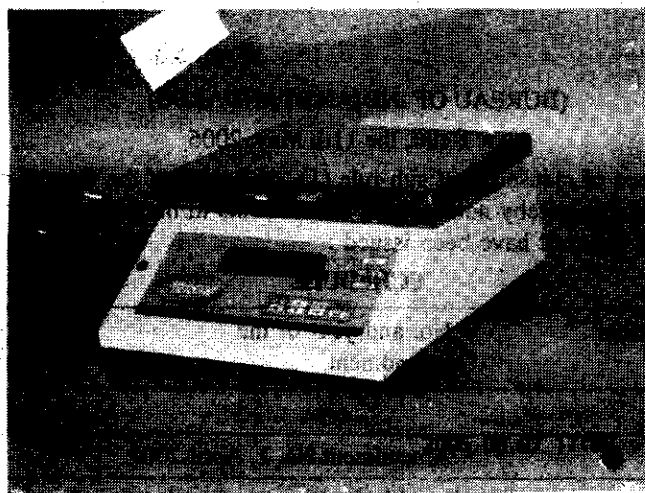
[फा. सं. डब्ल्यू एम-21(185)/2005]

पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 5th May, 2006

S.O. 2057.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the model of non-automatic weighing instrument (Table top type) with digital indication of "AJT" series of high accuracy (Accuracy class-II) and with brand name "ARROW" (hereinafter referred to as the said model), manufactured by M/s. J & J Enterprises, L.I.G.-650, 8th Main Road, Mogappair Eri, Chennai-600 037, Maharashtra and which is assigned the approval mark IND/09/05/919;



The said model is a strain gauge type load cell based non-automatic weighing instrument (Table top type) with a maximum capacity of 30kg. and minimum capacity of 40g. The verification scale interval (e) is 2g. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode (LED) indicates the weighing result. The instrument operates on 230 Volts and 50 Hertz alternative current power supply;

In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instruments of similar make, and performance of same series with maximum capacity up to 50kg. and with number of verification scale interval (n) in the range of 100 to 5000 for 'e' value of 1mg. to 50mg. and with number of verification scale interval (n) in the range of 5,000 to 50,000 for 'e' value of 100mg. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(185)/2005]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

(भारतीय मानक ब्यूरो)

नई दिल्ली, 11 मई, 2006

का. आ. 2058.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1	आई एस 4308 : 2003	संशोधन संख्या 1, अप्रैल 2005	5 मई, 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. : सीईडी/राजपत्र]

जे. सी. अरोड़ा, वैज्ञानिक 'ई' व प्रमुख (सिविल इंजीनियरी)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 11th May, 2006

S.O. 2058.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the amendment	Date from which amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 4308 : 2003	Amendment No. 1, April 2005	5 May, 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CED/Gazette]

J. C. ARORA, Sc. 'E' & Head (Civil Engg.)

नई दिल्ली, 15 मई, 2006

का. आ. 2059.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :-

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1	आई एस 14254 (भाग 1) 2006/आईईसी 61131-1 (2003) प्रोग्रामन योग्य नियंत्रक भाग 1 सामान्य सूचना (पहला पुनरीक्षण)	--	31 मार्च, 2006

इस भारतीय मानक की एक प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलूर, भोपाल, भुवनेश्वर, कोयंबटूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 18/टी-94]

पी. के. मुखर्जी, वैज्ञ. "एफ" एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th May, 2006

S.O. 2059.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies the Indian Standards to the Indian Standards, particulars of which is given in the Schedule hereto annexed has been issued :

SCHEDULE

SL No.	No. and year of the Indian Standards	No. and year of the Indian Standards, if any, Superseded by the New Indian Standards	Date of Established
1	2	3	4
1	IS 14254 (Part 1 : 2006/IEC) 61131-1 (2003) Programmable controllers Part 1 General information (First Revision)	—	March 2006

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 18/T-94]

P. K. MUKHERJEE, Sc. "F" & Head (Electro) Technical)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

• संशोधन

नई दिल्ली, 17 मई, 2006

का.आ. 2060.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश राज्य में जगोटी-पीथमपुर एवं स्पर पाइपलाइनों द्वारा प्राकृतिक गैस के परिवहन के लिए गेल (इण्डिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और, सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अधीन अधिसूचना का.आ. 668(अ), तारीख 11 मई, 2005 द्वारा मध्य प्रदेश राज्य सरकार से गेल (इण्डिया) लिमिटेड में मानदेय पर श्री निशिकान्त परचुरे को सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत किया था;

और केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन जारी पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 3569 एवं 3567 दिनांक 29-09-2005 द्वारा संलग्न तत्संबंधी अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के लिये जारी की थीं;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) और धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह समाधान हो जाने पर कि लोकहित में ऐसा करना आवश्यक है, यह निर्देश देती है कि नीचे वर्णित सारणी में विनिर्दिष्ट भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना में से उक्त अनुसूची की तत्स्थानी प्रविष्टि में विनिर्दिष्ट रीति से संशोधन किया जा सकेगा।

शुद्धि-पत्र

1. भारत के राजपत्र दिनांक 8-10-2005 के सं. का.आ. 3569 दिनांक 29-9-2005 में पृष्ठ सं. 10980, 10984 एवं 10988 पर ।

राजपत्र के अनुसार			पढ़िये		
गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. में)	गाँव	सर्वे नं.	क्षेत्रफल (हेक्ट. में)
बरखेड़ी बाजार	209	0.16	बरखेड़ी बाजार	209	0.18
पंथ पिपलाई	507	0.13	पंथ पिपलाई	507	0.23
करौंदिया	334	0.08	करौंदिया	334	0.16
	336/1	0.16		336/1	0.17
	337	0.17		337	0.04

2. भारत के राजपत्र दिनांक 08-10-2005 के का.आ. सं. 3567 दिनांक 29-09-2005 में पृष्ठ सं. 10971 पर ।

राजपत्र के अनुसार			पढ़िए		
जिला	तहसील	गाँव	जिला	तहसील	गाँव
इन्दौर	देपालपुर	सिलोटिया	धार	धार	सिलोटिया

[फा. सं. एल 14014/1/05-जी.पी. (भाग-II)]

एस.बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

AMENDMENT

New Delhi, the 17th May, 2006

S. O. 2060.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas through Jagoti to Pithampur and spur pipelines in the State of Madhya Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And whereas, the Government authorized Sh. Nishikant Parchure on honorarium from the State Government of Madhya Pradesh to GAIL (India) Limited to perform the functions of the Competent Authority under clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) vide S.O. 668(E).

And whereas, the Central Government in the Ministry of Petroleum and Natural Gas vide Notification Nos. S.O. 3569 and 3567, dated 29-09-2005 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) for acquisition of right of user in the land specified in the respective corrigendum annexed thereto;

Now, therefore, in exercise of the powers conferred by clause (a) of Section 2 and sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government being satisfied that it is necessary in the public interest, so to do, hereby directs that the notification of the Government of India in the Ministry of Petroleum and Natural Gas specified in the schedule mentioned below may be amended in the manner specified in the corresponding entry in the said schedule.

CORRIGENDUM

1. In the Gazette of India dated 8-10-2005 vide No. S.O. 3569 dated 29-09-2005 on Page Nos. 1089, 10993 and 10996.

As per Gazette			Be read as		
Village	Survey No.	Area (in Hect.)	Village	Survey No.	Area (in Hect.)
Barkhedi Bazar	209	0.16	Barkhedi Bazar	209	0.18
Panth Piplai	507	0.13	Panth Piplai	507	0.23
Karondiya	334	0.08	Karondiya	334	0.16
	336/1	0.16		336/1	0.17
	337	0.17		337	0.04

2. In the Gazette of India dated 08-10-2005 vide No. S.O. 3567 dated 29-09-2005 on Page No. 10972.

As per Gazette			Be read as		
District	Tehsil	Village	District	Tehsil	Village
Indore	Depalpur	Silotiya	Dhar	Dhar	Silotiya

[F. No. L-14014/1/05-G.P. (Pt.-II)]

S.B. MANDAL, Under Secy.

संशोधन

नई दिल्ली, 18 मई, 2006

का.आ. 2061.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि आंध्र प्रदेश राज्य में लान्को पावर परियोजना (कॉन्डापल्लि)—विजयवाड़ा पाइपलाइन परियोजना तक प्राकृतिक गैस के परिवहन के लिए गेल (इंडिया) लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और, सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अधीन अधिसूचना सं. का.आ. 522(अ) तारीख 30 जून, 1990 द्वारा आंध्र प्रदेश राज्य सरकार से गेल (इंडिया) लिमिटेड में प्रतिनियुक्ति पर डिप्टी कलेक्टर को सक्षम प्राधिकारी के कृत्यों का पालन करने के लिए प्राधिकृत किया था;

और, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन जारी पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का.आ. 2274 दिनांक 6-9-2004 द्वारा संलग्न तत्संबंधी अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के लिये जारी की थी;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) और धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह समाधान हो जाने पर कि लोकहित में ऐसा करना आवश्यक है, यह निर्देश देती है कि नीचे वर्णित सारणी में विनिर्दिष्ट भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना में से उक्त अनुसूची की तत्स्थानी प्रविष्टि में विनिर्दिष्ट रीति से संशोधन किय जा सकेगा।

शुद्धि-पत्र

1. भारत के राजपत्र दिनांक 11-9-2004 के सं. का.आ. 2274 दिनांक 6-9-2004 में पृष्ठ सं. 5396 पर।

राजपत्र के अनुसार			पढ़िये		
गाँव	सर्वे नं. सब डिविजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षे. (हेक्ट. में)	गाँव	सर्वे नं. सब डिविजन नं.	आर.ओ.यू. अर्जित करने के लिए क्षे. (हेक्ट. में)
गोल्लापुडि	367 भाग	0.0261	गोल्लापुडि	367 भाग	0.0081
	366 भाग	0.1573		366/2ए भाग	0.1052
	376 भाग	0.1749		376/1 भाग	0.0243
	377 भाग	0.2250		376/2 भाग	0.0728
	375 भाग	0.0180		377 भाग	0.0567
	369 भाग	0.3960		375/1 भाग	0.0243
	370 भाग	0.0180		369/2 भाग	0.1335
	372 भाग	0.0468		369/2 भाग	0.0931
	371 भाग	0.0252		370 भाग	0.0040
				372 भाग	0.0283
कुल		1.0873	कुल		0.5503

[फा. सं. एल-14014/19/2004-जी.पी.]

एस.बी. मण्डल, अवर सचिव

AMENDMENT

New Delhi, the 18th May, 2006

S.O. 2061.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of natural gas from LANCO Power Project (Kondapalli)—Vijaywada pipeline project in the State of Andhra Pradesh, a pipeline should be laid by the GAIL (India) Limited;

And whereas, the Government authorized Deputy Collector on deputation from the State Government of Andhra Pradesh to GAIL (India) Limited to perform the functions of the Competent Authority under clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) *vide* S.O. 522(E) dated the 30th June, 1990.

And whereas, the Central Government in the Ministry of Petroleum and Natural Gas *vide* Notification No. S.O. 2274 dated 6-9-2004 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) for acquisition of right of user in the land specified in the respective corrigendum annexed thereto;

Now, therefore, in exercise of the powers conferred by clause (a) of Section 2 and sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government being satisfied that it is necessary in the public interest, so to do, hereby directs that the notification of the Government of India in the Ministry of Petroleum and Natural Gas specified in the schedule mentioned below may be amended in the manner specified in the corresponding entry in the said schedule.

CORRIGENDUM

1. In the Gazette of India dated 11-09-2004 *vide* No. S.O. 2274 dated 6-9-2004 on Page No. 5396.

As per Gazette			Be read as		
Village No.	Survey No./ acquired for	Area to be Sub Div. No. ROU (in Hect.)	Village acquired for	Survey No./	Area to be Sub Div. ROU (in
Hect.)					
Gollapudi	367 Part	0.0261	Gollapudi	367 Part	0.0081
	366 Part	0.1573		366/2A Part	0.1052
	376 Part	0.1749		376/1 Part	0.0243
	377 Part	0.2250		376/2 Part	0.0728
	375 Part	0.0180		377 Part	0.0567
	369 Part	0.3960		375/1 Part	0.0243
	370 Part	0.0180		369/2 Part	0.1335
	372 Part	0.0468		369/2 Part	0.0931
	371 Part	0.0252		370 Part	0.0040
				372 Part	0.0283
Total		1.0873	Total		0.5503

[F. No. L-14014/19/2004-G.P.]

S.B. MANDAL, Under Secy.

नई दिल्ली, 18 मई, 2006

का. आ. 2062.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 692 (अ), एवं 693(अ) तारीख 14-6-2004 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजीरा-ऊरान एवं स्पर पाइपलाइन परियोजना के मध्यम से प्राकृतिक गैस परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 1-3-2005 से 10-3-2005 तक उपलब्ध करा दी गई थीं;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और सक्षम प्राधिकारी ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइनों बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइनों बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइनों बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइनों बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगमों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
रायगड	मानागांव	वडपले	72/5	00-01-00
			52/0	00-06-00

1	2	3	4	5
रायगड	मानागांव	पानोसे	113	00-01-00
			114	00-01-00
			115	00-26-00
			111	00-02-00
			156	00-20-00
		टेंपाले	54/1	00-05-00
			54/2	00-18-00
			54/3	00-04-00
			50/1	00-02-00
			51/1	00-06-00
			52/0	00-04-00
			44/0	00-18-00
			47/6	00-17-00
			47/7	00-08-00
			35/1	00-09-00
			34/2	00-08-00
		कोस्ते	119/4	00-00-50
		बुडुक	119/2 ए+बी	00-24-80
			120/3	00-03-30
			120/5	00-07-20
			164	00-02-70
		जावटे	40/22	00-03-00
			41/6/4	00-02-00
			41/3/2	00-01-00
			41/3/3	00-01-00
			41/3/4	00-03-00
			41/3/5	00-06-00
			41/3/7	00-05-00
			41/4/1	00-01-00
			41/3/11	00-07-00
			41/3/12	00-02-00
			41/1/4+2/4	00-03-00
			41/1/6+2/6	00-00-50
			41/7	00-01-00
			44/8	00-21-00
			56/1	00-01-00
			48/1	00-01-00
		सालवे	536/1+2	00-15-00
			537	00-03-00
			562	00-04-00
			565	00-25-00
			615	00-16-00
			631	00-11-00
			626	00-01-00
			638	00-01-00
			635	00-01-00
			637	00-01-00
			686	00-04-00
			698	00-03-00
			695	00-04-00
			711	00-01-00
			710	00-03-00

1	2	3	4	5	1	2	3	4	5
रायगड	मानगांव	सालवे	719	00-05-00	रायगड	मानगांव	हातकेली	87/1ए	00-03-00
			718	00-03-00				87/1बी	00-01-00
			800	00-03-00				87/2ए	00-16-00
			780	00-00-50				87/4	00-03-00
			805	00-08-00				79/3	00-04-00
			807	00-01-00			कोस्ते खुर्द	36	00-38-00
			806	00-10-00				102/10	00-14-00
			898	00-01-00				102/11	00-18-00
			361	00-03-00				102/12	00-23-00
			358	00-04-00				102/15	00-20-00
			258	00-01-00				25/4	00-20-00
			257	00-02-00				25/12	00-01-00
			256	00-02-00				103/2	00-15-00
			238	00-01-00				15	00-15-00
			234	00-11-00			रेपोली	355	00-01-00
			231	00-01-00				353	00-13-00
			233	00-01-00				354	00-12-00
			224	00-03-00				358	00-23-00
			235	00-01-00				362	00-06-00
			205	00-05-00				365	00-06-00
			216	00-08-00				347	00-16-00
			148	00-12-00				341	00-02-00
			158/3	00-11-00				320	00-17-00
			107	00-15-00				262	00-03-00
			102	00-05-00				257	00-06-00
			108	00-07-00				256	00-15-00
			101	00-06-00				230	00-07-00
			98	00-08-00				228	00-01-00
		खांडपाले	400	00-08-00				186	00-06-00
			390	00-02-00				183	00-11-00
			362	00-01-00				176	00-03-00
			359	00-06-00				177	00-07-00
			356	00-09-00				199	00-19-00
			357	00-03-00				104	00-11-00
			347	00-05-00			निजामपुर	139	00-45-00
			307	00-10-00				138	00-87-00
			308	00-18-00				137/2	00-48-00
			331	00-04-00				141/2	00-32-00
			309	00-20-00				142/1(ए+बी)	00-25-00
			312	00-02-00				141/3	00-05-00
			313	00-01-00				50	00-28-00
			311	00-44-00				158/7	00-04-00
			298	00-01-00				159	00-15-00
			296	00-01-00				127/12A	00-18-00
		गांगवली	365	00-15-00				28/7	00-00-50
			364	00-23-00				126/4	00-05-00
			389	00-14-00				126/5	00-21-00
			392	00-02-00				124/5	00-01-00
			393	00-64-00				124/7	00-01-00
		हातकेली	113/1	}				23	00-06-00
			113/2					26	00-00-50
			91/1				तलेगाव	139	00-59-00
			93/1ए/1	00-13-00					

1	2	3	4	5	1	2	3	4	5
रायगड	मानगांव	तलेगाव	27	00-12-00	रायगड	मानगांव	उसरघर	74/5बी	00-01-00
			25/1सी	00-00-50				74/7बी	00-01-00
			36	00-05-00			मुगवली	12/17	00-08-00
			35/3	00-04-00				12/33	00-45-00
			35/4	00-22-00				13/1	00-05-00
			43/5	00-14-00				15/9	00-11-00
			66	00-03-00				16/14	00-04-00
			131	00-30-00				16/15	00-06-00
			140	00-51-00				16/23	00-06-00
			40	00-47-00				16/31	00-05-00
			68	00-16-00				22/1	00-01-00
		लाखपाले	600	00-08-00				23/1	00-08-00
			589	00-20-00				23/2	00-11-00
			585	00-20-00				23/9	00-01-00
			584	00-01-00				23/10	00-02-00
			407	00-04-00				25/11	00-01-00
			415	00-02-00				25/12	00-04-00
			416	00-02-00				25/15	00-01-00
			274	00-11-00				25/17	00-12-00
			251	00-01-00				25/18	00-03-00
			173	00-02-00				25/19	00-01-00
			175	00-01-00				30/9	00-01-00
			143	00-12-00				30/11	00-03-00
		उसरघर	42/3	00-07-00				30/12	00-24-00
			39/1	00-03-00				30/13	00-12-00
			40/3	00-10-00				32/1	00-15-00
			40/5	00-01-00				32/2	00-11-00
			40/6	00-01-00			होडगांव	174/2	00-01-00
			36/10	00-10-00				174/3	00-33-00
			36/12	00-03-00				174/4	00-20-00
			37/4	00-01-00				174/29	00-01-00
			37/5	00-11-00				174/15	00-42-00
			34/7	00-04-00				174/16	00-01-00
			34/8	00-01-00				174/25	00-04-00
			32/5	00-03-00				174/11ए+बी	00-26-00
			32/6	00-01-00				175/2	00-02-00
			32/7	00-18-00				175/6	00-20-00
			28/1	00-20-00				175/7	00-19-00
			28/5	00-09-00				175/8	00-02-00
			28/7	00-01-00				175/9	00-16-00
			27/6	00-02-00				47	00-04-00
			27/7	00-01-00				52	00-09-00
			72/1	00-31-00				53/1	00-10-00
			73/1	00-06-00				223	00-17-00
			73/3	00-06-00				153/17+18	00-01-00
			73/4	00-04-00				193/3	00-07-00
			73/5	00-04-00				193/4	00-07-00
			73/6	00-33-00				193/8	00-04-00
			73/7	00-01-00				193/11	00-03-00
			74/2बी	00-15-00				192/3	00-03-00
			74/2सी	00-07-00				239/35	00-02-00
			74/2डी	00-07-00				239/36	00-02-00
								239/43	00-01-00

[illegible]

1	2	3	4	5	1	2	3	4	5
रायगड	मंडणगड	वेलोते	121/3ए,3बी	00-07-00	रायगड	मंडणगड	कुडूक	1229	00-10-00
			121/4	00-04-00				1230	00-08-00
			119/5	00-19-00				1232/ए	00-09-00
			118	00-22-00				1232/बी	00-09-00
			172/24	00-10-00				1247	00-11-00
			116/1से 5	00-06-00				1248	00-01-00
			174/1 से 4	00-13-00				1246	00-51-00
			117/3	00-01-00	रत्नागिरी	दापोली	विसापुर	40/1,2,3,4ए, 4बी, 5 से 10	00-39-00
			113	00-15-00				118/1+2,3,4	} 00-67-00
			95/1	} 00-40-00				5,6ए/6ए/2	
			95/2					6ए/3,6ए/4,	
			95/3	00-05-00				6ए/6	
			95/4	} 00-02-00				6बी/7,8,10ए/4	
			95/5					10बी,10सी/	} 00-62-00
			94/1ए	} 00-06-00				10डी	
			94/1बी					10ई/11	
			94/2	} 00-05-00				88/2 से 7	00-12-00
			93/1					89/1,2	00-17-00
			93/2+4	00-15-00				87/4,5,9ए	} 00-15-00
			93/5ए,5बी	00-03-00				9,बी9सी/10,	
			93/6	00-20-00				11,12,13	} 00-62-00
			92	00-01-00				99/1,2,3,4,5	
			146/1	00-03-00				7,10	} 00-02-00
			146/2	00-01-00				202	
			142/2	00-11-00			शिर्खल	91	00-28-00
			142/4	00-05-00			माले	95	00-09-00
			142/7	00-11-00				97	00-05-00
			142/9	00-12-00				96	00-36-00
			142/11+14	00-26-00				100	00-03-00
			142/20	00-02-00				101	00-34-00
			143/1	00-06-00				102	00-01-00
			143/2	00-12-00				105	00-08-00
			143/4	00-01-00				83	00-11-00
			143/5	00-01-00				81	00-35-00
			143/6	00-06-00				80	00-25-00
			179/1+3	00-18-00				73	00-25-00
			179/2	00-26-00				77	00-03-00
			176	00-01-00				78	00-16-00
			125/1 पी	00-01-00				79	00-05-00
			125/2 पी	00-14-00				66	00-98-00
			125/4 पी	00-08-00				69	00-02-00
			125/8 पी	00-05-00				65	00-06-00
			126/1 पी	} 00-27-00				62	00-02-00
			126/4 पी					63	00-17-00
		कुडूक	737	00-01-00				53	00-03-00
			699	00-16-00				54	00-09-00
			700	00-30-00				52	00-03-00
			696/1	00-01-00				51	00-05-00
			695	00-08-00				50	00-12-00
			1217	00-16-00				47	00-05-00

1	2	3	4	5	1	2	3	4	5
रत्नागिरी	दापोली	माले	46	00-02-00	रत्नागिरी	दापोली	उंबर्ले	67/14	00-03-00
			45	00-01-00				67/15	00-01-00
			48	00-20-00				67/17	00-06-00
			40	00-39-00				67/16	00-21-00
			37	00-28-00				67/19	00-02-00
			29	00-60-00				67/22	00-01-00
			32	00-01-00				67/26	00-01-00
			28	00-02-00				67/27	00-04-00
			27	00-40-00				67/30	00-16-00
			1366	00-24-00				67/31	00-08-00
			1362	00-15-00				67/32	00-14-00
			1364	00-01-00				73ए/13	00-21-00
			1365	00-05-00				73ए/22	00-07-00
			1051	00-08-00				73ए/26	00-07-00
			1053	00-28-00				74/5	00-12-00
			1052	00-06-00				74/11	00-21-00
			1057	00-02-00				74/13	00-03-00
			1054	00-02-00				74/15	00-32-00
			1060	00-09-00			हातिफ	73	00-43-00
			1061	00-30-00				74	00-42-00
			1065	00-15-00				63	00-45-00
			1064	00-25-00				60	00-07-00
			1068	00-01-00				65	00-15-00
		नवानगर	93/1/1से 1/31	00-14-00				58	00-61-00
		खेड्डी	37/8ए+बी+सी	00-08-00			दाभोल	170/13	00-12-00
		सोवली	68/2	00-09-00				170/14	00-01-00
			69/1	00-22-00				170/16	00-29-00
		जालगाव	148/4	00-33-00				170/17	00-14-00
			149/1/5	00-01-00				39/1	00-30-00
			153/1	00-05-00				39/3	00-01-00
			153/5	00-14-00				169/2	00-01-00
			153/6	00-10-00				43/1	00-17-00
			153/10	00-29-00				48/3	00-01-00
			154/16	00-45-00				48/5	00-41-00
		करंजानी	1390	00-15-00				164/6	00-04-00
			1385	00-07-00				163/10	00-17-00
			1377	00-29-00				163/11	00-06-00
			1378	00-24-00					
			1287	00-21-00					
			1288	00-15-00					
			1289	00-24-00					
			1292	00-03-00					
			1290	00-08-00					
			1262बी	00-25-00					
			1339	00-58-00					
			1340	00-11-00					
			1342/ए/1,						
			1/12, 1/3, 2, 3	00-95-00					
			1343	00-05-00					
		उंबर्ले	67/8	00-26-00					
			67/9	00-01-00					
			67/13	00-03-00					

[फाइल सं. एल-14014/12/06-जी.-पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 18th May, 2006

S.O. 2062.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 692(E) & 693(E) dated 14-06-2004 issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of Users in Land), Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of natural gas through Dahej-Hazira-Uran and spur pipelines project in the State of Maharashtra by the GAIL (India) Limited;

And whereas copies of the said Gazette notification were made available to the public on the 01-03-2005 to 10-03-2005;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas the Competent Authority has, under Sub-section (1) of Section 6 of the said Act, submitted its report to the Central Government;

And whereas the Central Government has, after considering the said report, decided to acquire the Right of User in the lands specified in the Schedule;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the Right of User in the land specified in the Schedule is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by Sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on this date of the publication of the declaration, in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for RoU (in Hectare)
1	2	3	4	5
Raigad	Mangaon	Vadpale	72/5	00-01-00
			52/0	00-06-00
			113	00-01-00
			114	00-01-00
			115	00-26-00
			111	00-02-00
			156	00-20-00
		Tempale	54/1	00-05-00
			54/2	00-18-00
			54/3	00-04-00
			50/1	00-02-00
			51/1	00-06-00
			52/0	00-04-00
			44/0	00-18-00
			47/6	00-17-00
			47/7	00-08-00
			35/1	00-09-00
			34/2	00-08-00
		Koste Budruk	119/4	00-00-50
			119/2A+B	00-24-80
			120/3	00-03-30
			120/5	00-07-20
			164	00-02-70

1	2	3	4	5
Raigad	Mangaon	Javate	40/22	00-03-00
			41/6/4	00-02-00
			41/3/2	00-01-00
			41/3/3	00-01-00
			41/3/4	00-03-00
			41/3/5	00-06-00
			41/3/7	00-05-00
			41/4/1	00-01-00
			41/3/11	00-07-00
			41/3/12	00-02-00
			41/1/4+2/4	00-03-00
			41/1/6+2/6	00-00-50
			41/7	00-01-00
			44/8	00-21-00
			56/1	00-01-00
			48/1	00-01-00
		Salve	536/1+2	00-15-00
			537	00-03-00
			562	00-04-00
			565	00-25-00
			615	00-16-00
			631	00-11-00
			626	00-01-00
			638	00-01-00
			635	00-01-00
			637	00-01-00
			686	00-04-00
			698	00-03-00
			695	00-04-00
			711	00-01-00
			710	00-03-00
			719	00-05-00
			718	00-03-00
			800	00-03-00
			780	00-00-50
			805	00-08-00
			807	00-01-00
			806	00-10-00
			898	00-01-00
			361	00-03-00
			358	00-04-00
			258	00-01-00
			257	00-02-00
			256	00-02-00
			238	00-01-00
			234	00-11-00
			231	00-01-00
			233	00-01-00

1	2	3	4	5	1	2	3	4	5
Raigad	Mangaon	Salve	224	00-03-00	Raigad	Mangaon	Repoli	355	00-01-00
			235	00-01-00				353	00-13-00
			205	00-05-00				354	00-12-00
			216	00-08-00				358	00-23-00
			148	00-12-00				362	00-06-00
			158/3	00-11-00				365	00-06-00
			107	00-15-00				347	00-16-00
			102	00-05-00				341	00-02-00
			108	00-07-00				320	00-17-00
			101	00-06-00				262	00-03-00
			98	00-08-00				257	00-06-00
		Khandpale	400	00-08-00				256	00-15-00
			390	00-02-00				230	00-07-00
			362	00-01-00				228	00-01-00
			359	00-06-00				186	00-60-00
			356	00-09-00				183	00-11-00
			357	00-03-00				176	00-03-00
			347	00-05-00				177	00-07-00
			307	00-10-00				119	00-19-00
			308	00-18-00				104	00-11-00
			331	00-04-00			Nizampur	139	00-45-00
			309	00-20-00				138	00-87-00
			312	00-02-00				137/2	00-48-00
			313	00-01-00				141/2	00-32-00
			311	00-44-00				142/1(A+B)	00-25-00
			298	00-01-00				141/3	00-05-00
			296	00-01-00				50	00-28-00
		Gangavali	365	00-15-00				158/7	00-04-00
			364	00-23-00				159	00-15-00
			389	00-14-00				127/12A	00-18-00
			392	00-02-00				18/7	00-00-50
			393	00-64-00				126/4	00-05-00
		Hatkeli	113/1	00-03-00				126/5	00-21-00
			113/2	00-03-00				124/5	00-01-00
			91/1	00-17-00				124/7	00-01-00
			93/1A/1	00-13-00				23	00-06-00
			87/1A	00-03-00				26	00-00-50
			87/1B	00-01-00			Talegaon	139	00-59-00
			87/2A	00-16-00				27	00-12-00
			87/4	00-03-00				25/1C	00-00-50
			79/3	00-04-00				36	00-05-00
		Koste	36	00-38-00				35/3	00-04-00
		Khurd	102/10	00-14-00				35/4	00-22-00
			102/11	00-18-00				43/5	00-14-00
			102/12	00-23-00				66	00-03-00
			102/15	00-20-00				131	00-30-00
			25/4	00-20-00				140	00-51-00
			25/12	00-01-00				40	00-47-00
			103/2	00-15-00				68	00-16-00
			15	00-15-00					

1	2	3	4	5	1	2	3	4	5
Raigad	Mangaon	Lakhpale	600	00-08-00	Raigad	Mangaon	Mugavali	16/31	00-05-00
			589	00-20-00				22/1	00-01-00
			585	00-20-00				23/1	00-08-00
			584	00-01-00				23/2	00-11-00
			407	00-04-00				23/9	00-01-00
			415	00-02-00				23/10	00-02-00
			416	00-02-00				25/11	00-01-00
			274	00-11-00				25/12	00-04-00
			251	00-01-00				25/15	00-01-00
			173	00-02-00				25/17	00-12-00
			175	00-01-00				25/18	00-03-00
			143	00-12-00				25/19	00-01-00
		Usarghar	42/3	00-07-00				30/9	00-01-00
			39/1	00-03-00				30/11	00-03-00
			40/3	00-10-00				30/12	00-24-00
			40/5	00-01-00				30/13	00-12-00
			40/6	00-01-00				32/1	00-15-00
			36/10	00-10-00				32/2	00-11-00
			36/12	00-03-00			Hodgaon	174/2	00-01-00
			37/4	00-01-00				174/3	00-33-00
			37/5	00-11-00				174/4	00-20-00
			34/7	00-04-00				174/29	00-01-00
			34/8	00-01-00				174/15	00-42-00
			32/5	00-03-00				174/16	00-01-00
			32/6	00-01-00				174/25	00-04-00
			32/7	00-18-00				174/11A+B	00-26-00
			28/1	00-20-00				175/2	00-02-00
			28/5	00-09-00				175/6	00-20-00
			28/7	00-01-00				175/7	00-19-00
			27/6	00-02-00				175/8	00-02-00
			27/7	00-01-00				175/9	00-16-00
			72/1	00-31-00				47	00-04-00
			73/1	00-06-00				52	00-09-00
			73/3	00-06-00				53/1	00-10-00
			73/4	00-04-00				223	00-17-00
			73/5	00-04-00				153/17+18	00-01-00
			73/6	00-33-00				193/3	00-07-00
			73/7	00-01-00				193/4	00-07-00
			74/2B	00-15-00				193/8	00-04-00
			74/2C	00-07-00				193/11	00-03-00
			74/2D	00-07-00				192/3	00-03-00
			74/5B	00-01-00				239/35	00-02-00
			74/7B	00-01-00				239/36	00-02-00
								239/43	00-01-00
		Mugavali	12/17	00-08-00				139/13	00-07-00
			12/33	00-45-00				189/4	00-06-00
			13/1	00-05-00				189/10	00-08-00
			15/9	00-11-00					
			16/14	00-04-00	Raigad	Sudhagad	Nandgaon	459	00-08-00
			16/15	00-06-00				451	00-25-00
			16/23	00-06-00				452	00-07-00
								453	00-00-50

1	2	3	4	5	1	2	3	4	5
Raigad	Sudhagad	Nandgaon	454	00-09-00	Raigad	Sudhagad	Gondale	380	00-37-00
			438	00-13-00				381/A+B	00-32-00
			442	00-04-00				384/A	00-09-00
			441	00-17-00				384/B	00-15-00
			443	00-17-00				18	00-17-00
			433	00-13-00				389	00-61-00
			414	00-57-00				394	00-02-00
			413	00-04-00				392	00-14-00
			404	00-02-00				393	00-01-00
			416	00-11-00				414	00-39-00
			399	00-19-00				415	00-20-00
			400	00-15-00				423	00-04-00
			378	00-35-00				425	00-00-50
			380	00-31-00				430	00-00-50
			278/1+2	00-24-00				431	00-02-00
			279	00-11-00				432	00-16-00
			274	00-00-50				446	00-11-00
			270	00-04-00				445	00-07-00
			269	00-18-00				450	00-08-00
			265/A+B	00-06-00				452	00-14-00
			266	00-01-00				442	00-00-50
			267	00-34-00				453	00-02-00
			268	00-11-00				455	00-06-00
			273/A	00-28-00				456	00-20-00
		Gondale	232	00-03-00				454	00-06-00
			230	00-01-00		Mahad	Jui-Budruk	52/10	00-15-00
			244	00-02-00				52/11A	
			233	01-06-00				52/11B	00-04-00
			224/A+B	00-15-00				51/1	00-02-00
			226/A+B	00-42-00				51/2A	
			228/A	00-15-00				51/2B	
			227	00-05-00				51/2C	00-25-00
			222	00-27-00				51/2D	
			217	00-43-00				50/3	00-06-00
			216	00-26-00				45	00-26-00
			215	00-06-00				44/1	
			214	00-09-00				44/2	
			213	00-12-00				44/3	00-24-00
			212	00-43-00				44/4	
			328	00-29-00				44/5	
			188	00-01-00				44/6	
			339	00-11-00				37/1A/1/	
			340	00-42-00				37/1A/2/	
			348	00-09-00				37/1A/3/	
			349	00-09-00				37/1B	
			350	00-08-00				37/1C	00-38-00
			166	00-00-50				37/1D	
			352	00-24-00				37/1E	
			165	00-33-00				37/1F	
			164	00-00-50				37/1G	
			371	00-05-00				37/1H	

1	2	3	4	5	1	2	3	4	5
Raigad	Mahad	Jui-Budruk	38/1/1		Raigad	Mahad	Adiste	25/25+26	00-14-00
			38/1/2					143/1	00-12-00
			38/1/3					143/2	00-01-00
			38/1/4	00-47-00				143/3	00-12-00
			38/1/5					135/1	00-19-00
			38/1/6					135/2	
		Rohan	12/4'	00-02-00				26/2'	
			11/1'	00-06-00				26/2'	00-09-00
			11/3'	00-05-00				27	00-18-00
			11/4'	00-17-00				31/25	00-10-50
			11/5'	00-01-00				31/32	00-05-00
			18/1'	00-06-00				31/33	00-05-00
			8/1'	00-07-00				31/37	00-01-00
			8/2'	00-08-00				31/38	00-06-00
			8/3'	00-21-00				31/39	00-04-00
			8/4'	00-14-00				31/45	00-18-00
			8/5'	00-28-00				31/46+47	00-25-00
			5/3'	00-24-00				35/3	00-14-00
			5/6'	00-05-00				35/5	00-20-00
			5/7'	00-04-00				35/6	00-11-00
			5/8'	00-05-00				35/7	00-08-00
			5/9'	00-11-00				35/8	00-08-00
			5/1'	00-01-00				35/9	00-16-00
			5/11'	00-01-00				35/13	00-01-00
			1/1'	00-11-00				35/14	00-01-00
			1/6A	00-08-00				36	00-10-00
			1/6B					37/1	00-31-00
			1/8A	00-16-00				37/5	00-09-00
			1/8B	00-04-00				37/6	00-01-00
			1/7'	00-04-00				37/7	00-02-00
			2/1'	00-24-00				37/9	00-07-00
			2/3'	00-07-00				37/11	00-29-00
		Walang	5/1A					37/12	00-08-00
			5/1B	00-09-00				37/32	00-55-00
			61/1A					37/37	00-02-00
			61/1B	00-01-00				37/38	00-01-00
			61/1C					37/39	00-16-00
			63/1A	00-15-00				37/40	00-09-00
			63/1B					41/1	00-02-00
			64/2	00-14-00				41/2A	00-20-00
		Adiste	21/5'	00-14-00				41/2B	00-08-00
			21/6'	00-13-00				41/9	00-07-00
			21/8'	00-02-00				41/11	00-03-00
			21/9'	00-20-00				41/18	00-33-00
			21/10'	00-02-00				41/19	00-12-00
			25/10A	00-14-00				44/1	00-15-00
			25/12'	00-16-00				44/2	00-15-00
			25/13'	00-07-00				44/9	00-11-00
			25/14'	00-22-00				44/11	00-25-00
			25/24'	00-03-00				44/12	00-22-00

1	2	3	4	5	1	2	3	4	5	
Raigad	Mahad	Adiste	44/14	00-06-00	Raigad	Mahad	Sape	380	00-04-00	
			44/15	00-19-00				15	00-05-00	
			44/16	00-30-00				368	00-05-00	
			44/18	00-16-00				19	00-07-00	
			44/20	00-16-00				366	00-02-00	
			44/21	00-10-00				21	00-08-00	
		Toll Budruk	222	00-13-00				304	00-09-00	
			225	00-01-00				302	00-02-00	
			96	00-19-00				294	00-06-00	
			95	00-17-00				293	00-03-00	
			90	00-15-00				292	00-03-00	
			703	00-09-00				285	00-09-00	
			854	00-02-00				290	00-07-00	
			683	00-29-00				289	00-09-00	
			609	00-06-00				281	00-03-00	
			610	00-01-00				279	00-06-00	
			606	00-20-00				277	00-07-00	
			602	00-23-00				273	00-03-00	
			513	00-16-00				264	00-06-00	
			515	00-10-00				260	00-05-00	
			582	00-01-00				229	00-09-00	
			517	00-01-00		Roha	Durtoli	750/1,A	00-76-00	
			519	00-01-00				732	00-39-00	
			518A	00-09-00				728	00-11-00	
			518B					727	00-18-00	
			496	00-14-00				725	00-15-00	
			579	00-15-00				723	00-22-00	
			532	00-23-00				707	00-21-00	
			574	00-03-00			Yeral	174	00-09-00	
			557	00-10-00				175	00-04-00	
			541	00-11-00				23	00-55-00	
		Khaire	7/1'	00-05-00				Dhagadwadi	36/4	00-31-00
			7/2A/1 }					34/2	00-16-00	
			7/2A/2 }	00-02-00				34/3	00-13-00	
			7/2B	00-09-00				31	00-14-00	
			7/3A }			Man-		90	00-34-00	
			7/3B }	00-20-00		dangad	Terdi	88	00-26-00	
			23/1A }					84	00-01-00	
			23/1B+2 }	00-03-00				97	00-24-00	
			44/1 }					168	00-07-00	
			44/2 }	00-07-00				163	00-15-00	
			45/1A+2+ }					162	00-07-00	
			3A+1B+3B }	00-02-00				147	00-26-00	
			43/2 }					158	00-19-00	
			43/2A }	00-17-00			Vinhe	19/7	00-04-00	
			25/10'	00-01-00				17/2B	00-17-00	
			25/16'	00-11-00				17/4	00-03-00	
								77/4/1	00-02-00	
		Sape	396	00-05-00				75/2A+2B	00-10-00	
			420	00-06-00				26/10	00-01-00	
			381	00-06-00				58/1A+B	00-17-00	

1	2	3	4	5	1	2	3	4	5
Raigad	Man-dangad	Vinhe	58/2	00-18-00	Raigad	Man-dangad	Volote	125/8 P	00-05-00
			27/1	00-43-00				126/1 P	00-27-00
			27/2	00-06-00				126/4 P	
			40/1	00-23-00			Kuduk	737	00-01-00
			36/6	00-12-00				699	00-16-00
			36/7	00-19-00				700	00-30-00
			126/3	00-01-00				696/1	00-01-00
			126/9	00-04-00				695	00-08-00
			126/11	00-01-00				1217	00-16-00
			121/1	00-10-00				1229	00-10-00
			121/3A,3B	00-07-00				1230	00-08-00
			121/4	00-04-00				1232/A	00-09-00
			119/5	00-19-00				1232/B	00-09-00
			118	00-22-00				1247	00-11-00
			172/24	00-10-00				1248	00-01-00
			116/1 to 5	00-06-00				1246	00-51-00
			174/1 to 4	00-13-00	Ratanagiri	Dapoli	Visapur	40/1,2,3,4A,	
			117/3	00-01-00				4B,5 to 10	00-39-00
			113	00-15-00				118/1+2,3,4	
			95/1 }					5,6A/6A/2	
			95/2 }	00-40-00				6A/3,6A/4,	00-67-00
			95/3	00-05-00				6A/6	
			95/4 }					6B/7,8,10A	
			95/5 }	00-02-00				10B/10C/11	
			94/1A }					10E/11'	
			94/1B }	00-06-00				88/2 to 7	00-12-00
			94/2 }					89/1,2	00-17-00
			93/1	00-05-00				87/4,5,9A	
			93/2+4	00-15-00				9B,9C/10,1	00-15-00
			93/5A,5B	00-03-00				12,13	
			93/6	00-20-00				99/1,2,3,4,5	00-62-00
			92	00-01-00				7,10	
			146/1	00-03-00			Shirkhal	202	00-02-00
			146/2	00-01-00			Male	91	00-28-00
			142/2	00-11-00				95	00-09-00
			142/4	00-05-00				97	00-05-00
			142/7	00-11-00				96	00-36-00
			142/9	00-12-00				100	00-03-00
			142/11+14	00-26-00				101	00-34-00
			142/20	00-02-00				102	00-01-00
			143/1	00-06-00				105	00-08-00
			143/2	00-12-00				83	00-11-00
			143/4	00-01-00				81	00-35-00
			143/5	00-01-00				80	00-25-00
			143/6	00-06-00				73	00-25-00
			179/1+3	00-18-00				77	00-03-00
			179/2	00-26-00				78	00-16-00
			176	00-01-00				79	00-05-00
			125/1 P	00-01-00				66	00-98-00
			125/2 P	00-14-00				69	00-02-00
			125/4 P	00-08-00				65	00-06-00

1	2	3	4	5	1	2	3	4	5
Ratanagiri	Dapoli	Male	62	00-02-00	Ratanagiri	Dapoli	Karanjani	1292	00-03-00
			63	00-17-00				1290	00-08-00
			53	00-03-00				1262B	00-25-00
			54	00-09-00				1339	00-58-00
			52	00-03-00				1340	00-11-00
			51	00-05-00				1342/A/1,1/2,	00-95-00
			50	00-12-00				1/3,2,3	
			47	00-05-00				1343	00-05-00
			46	00-02-00			Umbarle	67/8	00-26-00
			45	00-01-00				67/9	00-01-00
			48	00-20-00				67/13	00-03-00
			40	00-39-00				67/14	00-03-00
			37	00-28-00				67/15	00-01-00
			29	00-60-00				67/17	00-06-00
			32	00-01-00				67/16	00-21-00
			28	00-02-00				67/19	00-02-00
			27	00-40-00				67/22	00-01-00
			1366	00-24-00				67/26	00-01-00
			1362	00-15-00				67/27	00-04-00
			1364	00-01-00				67/30	00-16-00
			1365	00-05-00				67/31	00-08-00
			1051	00-08-00				67/32	00-14-00
			1053	00-28-00				73A/13	00-21-00
			1052	00-06-00				73A/22	00-07-00
			1057	00-02-00				73A/26	00-07-00
			1054	00-02-00				74/5	00-12-00
			1060	00-09-00				74/11	00-21-00
			1061	00-30-00				74/13	00-03-00
			1065	00-15-00				74/15	00-32-00
			1064	00-25-00			Hatip	73	00-43-00
			1068	00-01-00				74	00-42-00
								63	00-45-00
		Navanagar	93/1/1to1/31	00-14-00				60	00-07-00
		Kherdi	37/8A+B+C	00-08-00				65	00-15-00
		Soveli	68/2	00-09-00				58	00-61-00
			69/1	00-22-00			Dabhol	170/13	00-12-00
		Jalgaon	148/4	00-33-00				170/14	00-01-00
			149/1/5	00-01-00				170/16	00-29-00
			153/1	00-05-00				170/17	00-14-00
			153/5	00-14-00				39/1	00-30-00
			153/6	00-10-00				39/3	00-01-00
			153/10	00-29-00				169/2	00-01-00
			154/16	00-45-00				43/1	00-17-00
		Karanjani	1390	00-15-00				48/3	00-01-00
			1385	00-07-00				48/5	00-41-00
			1377	00-29-00				164/6	00-04-00
			1378	00-24-00				163/10	00-17-00
			1287	00-21-00				163/11	00-06-00
			1288	00-15-00					
			1289	00-24-00					

[F.No. L-14014/12/06-GP]

S. B. MANDAL, Under Secy.

नई दिल्ली, 20 मई, 2006

का.आ. 2063.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 692(अ) एवं का.आ. 693(अ), तारीख 14-06-2004 द्वारा, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गेल (इण्डिया) लिमिटेड द्वारा महाराष्ट्र राज्य में दहेज-हजीरा-उरान-दाभोल (पनवेल-दाभोल अनुभाग) पाइपलाइन परियोजना के माध्यम से प्राकृतिक गैस के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 21-01-2005 से 04-04-2005 एवं 13-03-2006 से 13-04-2006 तक उपलब्ध करा दी गई थीं ;

और पाइपलाइन बिछाने के सम्बन्ध में जनता से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और उन्हें अननुज्ञात कर दिया गया है ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उस में उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निदेश देती है कि पाइपलाइन बिछाने के लिए भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख को, केन्द्रीय सरकार में निहित होने के बजाए, पाइपलाइन बिछाने का प्रस्ताव करने वाली गेल (इण्डिया) लिमिटेड में निहित होगा और तदुपरि, भूमि में ऐसे उपयोग का अधिकार, इस प्रकार अधिरोपित निबंधनों और शर्तों के अधीन रहते हुए, सभी विल्लंगनों से मुक्त, गेल (इण्डिया) लिमिटेड में निहित होगा ।

अनुसूची

जिला	तहसील	गाँव	सर्वे नं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल (हेक्टेयर में)
1	2	3	4	5
रायगड	रोहा	पाथरशेत	21	00-16-00
			508	00-28-00
			511	00-01-00
			509	00-13-00
			510	00-13-00
			525	00-01-00
			522	00-02-00
			523	00-13-00
			526	00-20-00
			528	00-20-00
			529	00-10-00
			576	00-13-00
			575	00-04-00
			573	00-01-00
			574	00-21-00
			589	00-16-00
			591	00-05-00
			568	00-07-00
			541	00-27-00
			168	00-17-00
			167	00-56-00
			582	00-02-00
			178	00-02-00
		पहूर	685	00-23-00
			684	00-05-00
			683	00-18-00
			682	00-51-00
		जामगाँव	144	00-04-00
			145	00-40-00
			146	00-03-00
			174/1	00-49-00
			171	00-04-00
			172	00-12-00
			173	00-20-00
			181	00-43-00
			178	00-01-00
			179	00-18-00
			219	00-09-00
			218	00-06-00
			215	00-16-00
			210	00-24-00
			209/1	00-13-00
			208	00-11-00
			206	00-40-00
			608	00-04-00

1	2	3	4	5	1	2	3	4	5
रायगड	रोहा	जामगाँव	611	00-45-00	रायगड	रोहा	येरल	25/1	00-28-00
			633	00-01-00				26	00-03-00
			616	00-29-00				27ए	00-52-00
			630	00-09-00				27बी	
			629	00-14-00				31	00-28-00
			617	00-15-00				51	00-54-00
			619	00-01-00				52	00-22-00
			623	00-03-00				54	00-56-00
			627	00-19-00			धागडवाडी	36/1	00-27-00
			625	00-25-00				36/2	00-13-00
			624/ए	00-24-00				34/1	00-23-00
			624/बी					34/4	00-40-00
		बाले	30	00-01-00				35/1	00-07-00
			39	00-24-00				33	00-94-00
			67/6	00-18-00				10/2	00-04-00
			68/ए	00-22-00		मानगाँव	लाखपाले	591	00-03-00
			40/1	00-31-00				408	00-02-00
			40/2	00-02-00				413	00-03-00
			66/4	00-01-00				414	00-04-00
			66/5	00-04-00				411	00-01-00
		दुरटोली	478	00-03-00				412	00-07-00
			479	00-65-00				417	00-02-00
			749	00-04-00				324	00-13-00
			731	00-16-00				326	00-04-00
			730	00-19-00				325	00-01-00
			726	00-03-00				330	00-01-00
			724	00-14-00				329	00-03-00
			720/1	01-20-00				328	00-01-00
			706	00-27-00				331	00-14-00
			705	00-53-00				271	00-09-00
			702	00-12-00				317	00-07-00
			477	00-57-00				272	00-04-00
			धागडवाडी	00-04-00				275	00-07-00
		चिंचवली	72	00-57-00				279	00-01-00
			144	00-07-00				276	00-02-00
			71	01-08-00				277	00-02-00
			77	00-30-00				257	00-08-00
			76	00-42-00				256	00-01-00
			85	00-29-00				255	00-02-00
			55/2	00-07-00				258	00-01-00
			55/3	00-01-00				254	00-02-00
		येरल	226	00-23-00				253	00-07-00
			225	00-16-00				174	00-04-00
			185	00-08-00				139	00-01-00
			186	00-09-00				172	00-04-00
			187	00-28-00				140	00-11-00
			188	00-01-00				170	00-02-00
			173	00-24-00				141	00-02-00
			190	00-07-00				142	00-04-00
			13	00-19-00				108(1)	00-20-00
			14	00-22-00				108(2)	00-68-00
			15	00-01-00				107	00-10-00
			18	00-36-00				79	00-01-00
			20	00-12-00				78	00-01-00

1	2	3	4	5	1	2	3	4	5
रायगड	मानगांव	लाखपाले	77	00-01-00	रायगड	मानगांव	देवळी	91/5	00-15-00
			76	00-01-00				91/10	00-05-00
		होडगाव	174/5पी	00-32-00				91/11	00-16-00
			175/3पी	00-04-00				91/12	00-01-00
			50/2पी	00-08-00			टेमपाले	51/2	00-12-00
			50/4पी	00-06-00				47/1	00-01-00
			50/5पी	00-07-00				47/2	00-01-00
			62	00-22-00				47/3	00-04-00
			153/7पी	00-12-00				47/4	00-06-00
			153/6पी	00-05-00				47/5	00-08-00
			153/13पी	00-09-00				36/0	00-24-00
			193/1पी	00-12-00				34/1	00-24-00
			193/2पी	00-08-00				38/0	00-01-00
			193/7पी	00-08-00			पानोशे	76	00-01-00
			193/9पी	00-06-00				93	00-81-00
			193/12पी	00-01-00				94	00-01-00
			194/1पी	00-05-00				117	00-21-00
			194/2पी	00-03-00				118	00-08-00
			239/33पी	00-01-00				119	00-01-00
			239/34पी	00-11-00				120	00-03-00
			239/37पी	00-22-00				121	00-06-00
			239/38पी	00-01-00				122	00-03-00
			239/40पी	00-07-00				123	00-01-00
			139/14पी	00-25-00				124	00-03-00
		उसरघर	43/4पी	00-10-00				125	00-08-00
			43/5पी	00-20-00				126	00-10-00
			36/9पी	00-06-00				138	00-16-00
			36/11पी	00-10-00				140	00-04-00
			37/1पी	00-17-00				139	00-13-00
			37/2पी	00-01-00				157	00-07-00
			37/6पी	00-11-00				158	00-02-00
			34/5पी	00-12-00				159	00-05-00
			28/8पी	00-08-00			कोस्ते बुद्रुक	116/5पी	00-03-00
			73/2पी	00-13-00				116/8पी	00-03-00
		भाले	109/2	00-07-00				116/9पी	00-02-00
			109/3	00-46-00				116/10ए+बी	00-04-00
			110/1	00-65-00				114/4ए+	00-58-80
			110/3	00-23-00				बी+सी पी	
			110/4	00-34-00				118/2ए+बी+	00-03-30
			110/6	00-03-00				सी	
			110/7	00-03-00				118/3सी पी	00-18-50
			113/5	00-02-00				118/3डी पी	00-03-70
			113/6	00-08-00				118/5पी	00-00-50
			113/7	00-12-00				118/6ए+बी	00-00-40
			133/8	00-15-00				119/2ए+बी	00-24-80
			113/9	00-14-00				पी	
			113/11	00-01-00				119/6पी	00-00-50
			114/6	00-79-00				120/1 पी	00-05-00
			126/0	00-07-00				120/2पी	00-03-30
		देवळी	99/1	00-23-00				120/4पी	00-08-40
			99/2	00-07-00				34/1 पी	00-00-20
			99/3	00-07-00				34/2पी	00-01-00
			99/4	00-01-00				34/3पी	00-14-00
			132	00-09-00				34/4पी	00-00-40

1	2	3	4	5	1	2	3	4	5
रायगड	मानगाव	कोस्ते बुद्रुक	34/5पी	00-10-00	रायगड	मानगाव	सळवे	250	00-01-00
			34/7पी	00-00-70				357	00-02-00
			34/9पी	00-00-60				341	00-09-00
			34/10पी	00-04-70				347	00-01-00
			121/0पी	00-18-00				342	00-11-00
			40पी	00-19-80				343	00-03-00
			41/0पी	00-27-00				340	00-05-00
			165/0पी	00-06-10				339	00-02-00
		खांडपाळ	406	00-08-00				336	00-02-00
			405	00-11-00				335	00-32-00
			403	00-02-00				337	00-01-00
			402	00-03-00				338	00-01-00
			398	00-12-00				334	00-01-00
			388	00-07-00				252	00-01-00
			391	00-09-00				255	00-07-00
			361	00-03-00				254	00-01-00
			360	00-07-00				244	00-19-00
			363	00-01-00				229	00-01-00
			358	00-08-00				230	00-04-00
		सळवे	529	00-44-00				223	00-07-00
			533	00-24-00				218	00-01-00
			560	00-15-00				206/1पी	00-02-00
			558	00-23-00				206/2पी	00-07-00
			559	00-01-00				212ए+बी+सी	00-19-00
			561	00-01-00				215	00-01-00
			566	00-12-00				214	00-10-00
			564/1पी	00-01-40				213	00-00-50
			564/2पी	00-03-00				151	00-07-00
			609	00-08-00				150	00-06-00
			610	00-08-00				149	00-00-50
			611	00-01-00				158/3ए+	00-01-00
			612	00-15-00				बी पी	
			632	00-03-00				115	00-18-00
			634/ए पी	00-02-00				106	00-03-00
			634/बी पी	00-11-00				105	00-01-00
			636	00-14-00				109	00-07-00
			689	00-04-00				99	00-23-00
			679	00-03-00				97	00-36-00
			687	00-01-00			वडपाळे	70/1	00-00-80
			697	00-04-00				70/2	00-07-00
			696	00-03-00				70/4	00-03-00
			699	00-05-00				70/5	00-06-00
			713	00-01-00				70/6	00-01-00
			712	00-05-00				70/7	00-02-00
			721	00-37-00				70/8	00-02-00
			782	00-20-00				72/1	00-10-00
			781	00-43-00				72/2	00-02-00
			799	00-01-00				72/3	00-01-00
			801/3पी	00-25-40				72/4	00-04-00
			801/4पी	00-22-00				62/1	00-11-00
			803	00-06-00				62/2	00-01-00
			362	00-16-00				62/3	00-01-00
			360	00-05-00				62/4	00-01-00
			359	00-05-00				62/5	00-01-00

1	2	3	4	5	1	2	3	4	5
रायगड	मानगाव	निजामपूर	202	00-01-00	रायगड	मानगाव	जावटे	59/8 पी	00-01-00
			76पी	00-08-00				59/9 पी	00-01-00
			143/0(ए+बी)	00-84-00				59/10ए+बीपी	00-15-00
			62	00-10-00				59/11ए+बीपी	00-27-00
			133	00-21-00				48/2 पी	00-01-00
			59	00-40-00			कोस्ते खुर्द	102/9 पी	00-05-00
			53	00-53-00				102/13 पी	00-01-00
			49	00-33-00				25/3 पी	00-01-00
			149/1 पी	00-00-50				25/8 पी	00-01-00
			158/6	00-34-40				25/16 पी	00-01-00
			31/1ए से ई	00-04-00				103/1 पी	00-10-00
			32	00-08-00				151	00-32-00
			33	00-66-00				16	00-03-00
			34/1+2 पी	00-01-00				34	00-05-00
			186/2पी	00-02-00			रेपोली	98	00-02-00
			128/1पी	00-02-00				359	00-05-00
			28/2(ए+बी)	00-30-00				360	00-02-00
			28/6पी	00-01-00				363	00-04-00
			28/9 पी	00-10-00				151	00-16-00
			28/10पी	00-03-00				364	00-07-00
			126/6 पी	00-07-00				346	00-02-00
			126/7 पी	00-05-00				342	00-09-00
			124/2 पी	00-29-00				263	00-02-00
			124/4 पी	00-09-00				264	00-13-00
			121/1 पी	00-19-00				252	00-00-50
			121/2 पी	00-19-00				251	00-08-00
			121/3 पी	00-12-00				229	00-15-00
			121/10	00-40-00				222	00-11-00
			(बी+सी+डी)					198	00-14-00
			144/2 ए, बी	00-10-00				200	00-04-00
		जावटे	40/23 पी	00-02-00				199	00-15-00
			40/26 पी	00-11-00				191	00-07-00
			40/31 पी	00-04-00				184	00-02-00
			40/33 पी	00-05-00				150	00-08-00
			40/34 पी	00-09-00				149	00-17-00
			41/5/2+	00-06-00				146	00-13-00
			6/2 पी					126	00-01-00
			44/4 पी	00-05-00				124	00-22-50
			44/17 पी	00-01-00				122	00-11-00
			49/1 से	00-67-00				121	00-14-00
			15 पी					कैनाल	00-10-00
			8/0 पी	00-11-00				रोड	00-08-00
			9/3ए+बी+पी	00-22-00				103	00-01-00
			56/5 पी	00-01-00			गांगवली	487/एपी	00-01-00
			56/7 पी	00-51-00				487/बी पी	
			53/8 पी	00-05-00				373 पी	00-10-00
			53/12 पी	00-19-00				372	00-07-00
			53/17 पी	00-03-00				370	00-30-00
			53/31 पी	00-01-00				357	00-05-00
			53/33 पी	00-05-00				363	00-13-00
			53/34 पी	00-20-00				352	00-11-00
			53/35 पी	00-10-00				355	00-03-00
			59/5 पी	00-17-00				356	00-20-00
			59/7 पी	00-23-00					

[illegible]

1	2	3	4	5	1	2	3	4	5
रायगड	महाड	टोल बुद्रुक	544	00-06-00	रायगड	महाड	टोल बुद्रुक	301	00-06-00
			543	00-14-00			तालाब		00-06-00
			542	00-11-00			276		00-03-00
			540	00-25-00			278		00-07-00
			539	00-10-00			274		00-01-00
			538	00-04-00			271		00-02-00
			537	00-08-00			270		00-07-00
			686	00-09-00			259		00-02-00
			688	00-05-00			252		00-01-00
			689	00-02-00			253		00-02-00
			690	00-02-00			257		00-02-00
			691	00-04-00			255		00-02-00
			692	00-02-00			258		00-03-00
			693	00-01-00			254		00-11-00
			695	00-04-00			251		00-08-00
			439	00-01-00			191		00-01-00
			440	00-02-00			237		00-30-00
			441	00-03-00			250		00-08-00
			442	00-07-00			232		00-15-00
			430	00-09-00			231		00-12-00
			428	00-02-00			228		00-06-00
			433	00-06-00			213		00-03-00
			426	00-07-00			215		00-18-00
			427	00-01-00			214		00-01-00
			421	00-11-00			221		00-02-00
			395	00-01-00			220		00-10-00
			401	00-14-00			219		00-08-00
			393	00-01-00			212		00-11-00
			405	00-01-00			217		00-01-00
			403	00-02-00			218		00-01-00
			382	00-01-00			222		00-06-00
			402	00-05-00			225		00-02-00
			16	00-04-00			226		00-07-00
			367	00-03-00			224		00-07-00
			23	00-06-00					
			361	00-01-00					
			362	00-07-00	रत्नागिरी	मंडणगड	तेडों	91	00-04-00
			364	00-04-00				83	00-13-00
			363	00-01-00				176	00-01-00
			359	00-10-00				174	00-09-00
			358	00-07-00				172	00-01-00
			357	00-07-00				170	00-02-00
			356	00-02-00				164	00-57-00
			352	00-05-00				161	00-05-00
			353	00-03-00				160	00-01-00
			346	00-02-00				159	00-12-00
			343	00-11-00				155	00-05-00
			348	00-05-00					
			345	00-01-00			सडे	264	00-10-00
			344	00-07-00				285	00-12-00
			342	00-06-00				286	00-13-00
			305	00-07-00				287	00-15-00
			303	00-03-00				288	00-01-00
			खाडी	00-03-00				289ए	00-51-00

1	2	3	4	5	1	2	3	4	5
रत्नागिरी	मंडणगड	विन्हे	19/8	00-31-00	रत्नागिरी	मंडणगड	कुडूक	740	00-15-00
			17/1	00-11-00				738	00-09-00
			17/5	00-17-00				867	00-01-00
			17/7	00-29-00				735	00-02-00
			17/9	00-05-00				734	00-05-00
			78/1	00-06-00				869	00-13-00
			78/2	00-21-00				733	00-01-00
			125/8	00-22-00				875	00-01-00
			125/9	00-18-00				777	00-54-00
			125/11	00-02-00				709	00-08-00
			77/1	00-07-00				704/2पी	00-16-00
			77/2	00-16-00				706	00-03-00
			77/3	00-18-00				702	00-41-00
			77/4/2	00-01-00				698	00-17-00
			76/1	00-07-00				694	00-33-00
			75/1	00-22-00				576	00-04-00
			26/9	00-01-00				577/ए पी	00-06-00
			59/1	00-20-00				573	00-01-00
			59/2	00-09-00				736	00-05-00
			56/3ए	00-04-00		दापोली	विसापूर	42/1 बी पी	00-07-00
			59/3बी	00-07-00				41/2पी	00-08-00
			59/4	00-11-00				41/3पी	00-03-00
			59/5	00-00-50				41/4पी	00-02-00
			60/1	00-01-00				41/5पी	00-01-00
			36/8	00-01-00				41/6बीपी	00-02-00
			39/2	00-12-00				41/8पी	00-01-00
	तलेघर		10/1	00-02-00				39/1 से 16	00-52-00
			11/2	00-43-00				30/1+2	00-47-00
			11/3	00-11-00				30/3+5	00-55-00
			11/4	00-07-00				30/7पी	00-01-00
			11/10	00-31-00				32/7,8,10,15,21	00-17-00
			11/11ए	00-37-00				126/1 से 10	
			11/11बी	00-37-00				126/13 से 17,	
			11/12'	00-02-00				126/18,19,20,22	00-05-00
			11/13'	00-13-00				126/23,24,25,26	
			11/16	00-01-00				126/27	
			12/1ए	00-37-00				127/1ए, 1बी,	00-62-00
			12/1बी	00-15-00				1सी, 2	
			12/2	00-03-00				128/1 से 5	
			12/3'	00-01-00				129/1 पी	00-21-00
	वंलोते		126/7	00-14-00				129/2 पी	00-21-00
			172/14	00-20-00				131/7+8+9+12	00-55-00
			172/15	00-07-00				131/15,16,19,20	
			117/2	00-28-00				132/1,2	00-26-00
			142/5	00-09-00				133/2,3	00-24-00
			179/9	00-01-00				100/1 से 13	00-06-00
			132/2	00-09-00		दापोली	हातीप	99	00-60-00
			132/3	00-15-00				101	00-19-00
			132/4	00-09-00				71	00-16-00
			132/5	00-07-00				66	00-08-00
			132/6	00-10-00				32	00-24-00
			125/5	00-01-00				20/3पी	00-69-00
			125/7	00-05-00	रत्नागिरी	दापोली	गणपतीपुले	18/12पी	00-02-00
			125/9	00-02-00				18/14पी	00-01-00
			126/6	00-05-00					

1	2	3	4	5	1	2	3	4	5
रत्नागिरी	दापोली	नवानगर	89/12पी	00-06-00	रत्नागिरी	दापोली	नानटे	967/2	00-01-00
			89/14पी	00-03-00				951	00-16-00
			99/1/1 से 1/18	00-33-00				952	00-05-00
			88/1ईपी	00-06-00				945	00-09-00
			90/1/1पी	00-03-00				956	00-19-00
			90/1/4पी	00-07-00				957	00-11-00
			90/4ए पी	00-01-00				938	00-01-00
		शिरखल	155	00-12-00				941	00-73-00
			153	00-17-00				940	00-07-00
			151	00-04-00				939/1	00-16-00
			147	00-17-00				939/2	00-33-00
			146	00-04-00				918	00-16-00
		नानटे	557	00-45-00				917	00-15-00
			556	00-01-00			सोबेली	38/1ए	}
			567	00-02-00				38/1बी	
			562	00-18-00				40/1पी	00-74-00
			570	00-01-00				40/2पी	00-20-00
			566	00-01-00				40/4 ए 1	}
			579	00-33-00				40/4ए 2	
			580	00-16-00				40/4ए 3	
			582	00-02-00				40/4बी	
			581	00-01-00				40/5	00-18-00
			583	00-03-00				48/4पी	00-21-00
			598	00-12-00				48/13पी	00-09-00
			595	00-18-00				48/14पी	00-01-00
			596	00-17-00				50/1पी	00-01-00
			597	00-03-00				50/2+3+4+5	00-07-00
			599	00-19-00				50/7	00-11-00
			594/ए }	00-02-00				51/1	00-23-00
			594/बी }					68/1पी	00-08-00
			496	00-03-00				69/3ए पी	00-05-00
			495	00-45-00				72/1पी	00-05-00
			494	00-04-00				71/1,2,3,4,5,6	00-02-00
			497	00-24-00				126/ए/7पी	00-01-00
			480/ए	00-01-00				126/11पी	00-05-00
			480/बी	00-11-00				125/1+2+4+5	00-12-00
			481	00-01-00				125/3	00-12-00
			479	00-33-00				105/3पी	00-03-00
			474	00-18-00				105/4पी	00-03-00
			205	00-08-00				105/5+6+9	00-01-00
			207/1 }	00-07-00				105/7	00-26-00
			207/2 }					106/3	00-13-00
			195	00-07-00				107/1	00-05-00
			209	00-24-00				107/2	00-05-00
			194	00-26-00				109/1	00-10-00
			170	00-01-00				111/2	00-11-00
			171	00-04-00				111/3	00-10-00
			172	00-45-00				112/3	00-25-00
			164	00-36-00				164/1	00-23-00
			163	00-02-00			खेडी	236/2	00-01-00
			174	00-01-00				38/1	00-06-00
			948	00-22-00				38/2	00-14-00
			950	00-30-00				38/3	00-03-00
			967/1	00-01-00				38/4	00-08-00

1	2	3	4	5	1	2	3	4	5
रत्नागिरी	दापोली	खेडई	38/5	00-04-00	रत्नागिरी	दापोली	दापोल	171/5	00-01-00
			36/6	00-03-00				171/9	00-01-00
			38/8ए+बी+सी	00-10-00				171/10	00-17-00
			237/0	00-21-00				171/11	00-12-00
			39/2	00-05-00				171/12	00-21-00
			39/4	00-18-00				171/13	00-14-00
			39/5एबीसीडी	00-39-00				171/14	00-07-00
			39/6	00-01-00				165	00-01-00
			39/7	00-20-00				48/2	00-17-00
			40/3	00-23-00				48/9	00-01-00
			84/4	00-08-00			जालगांव	164/10	00-26-00
			84/6	00-11-00				148/3	00-14-00
			84/7	00-20-00				148/12	00-03-00
			84/8	00-31-00				बैलगाडी	00-01-00
			87	00-06-00				149/1/1	00-11-00
			83/3	00-12-00				149/6	00-14-00
			83/6एबीसी	00-35-00				149/9	00-21-00
			83/7	00-08-00				149/12	00-01-00
			238/8	00-15-00				149/13	00-18-00
			238/10	00-12-00				150/3ए	} 00-21-00
			238/13	00-17-00				150/3बी	
			238/15एबी	00-12-00				150/8	00-33-00
			238/16एबी	00-29-00				150/13	00-10-00
			238/17एबीसी	00-49-00				153/2	00-06-00
			238/19	00-10-00				153/13	00-05-00
			51/1	00-05-00			उंबाळी	67/25	00-02-00
			51/2	00-11-00				73/ए/23	00-23-00
			51/3	00-11-00				74/12	00-21-00
			51/4एबीसी पी	00-40-00				74/14	00-21-00
			240	00-72-00				24/22	00-20-00
			72/1पी	00-11-00				24/28	00-15-00
			72/2पी	00-11-00					
			72/3पी	00-05-00					
			70पी	00-45-00					
			59पी	00-77-00					
	दापोली		50/1	00-46-00					
			50/2	00-20-00					
			60/24	00-04-00					
			60/27	00-19-00					
	चिंचाली		354	00-22-00					
			355	00-03-00					
			395	00-15-00					
			384	00-24-00					
			364	00-15-00					
			365	00-09-00					
			326	00-06-00					
			325	00-08-00					
			324	00-28-00					
			322	00-07-00					
			323	00-05-00					
			366	00-02-00					
			363	00-01-00					

[फा. सं. एल-14014/23/'05-जी.पी. (भाग-II)]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 20th May, 2006

S.O. 2063.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 692(E) and S.O. No. 693(E) dated 14-06-2004 issued under Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (52 of 1962) (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for the transportation of natural gas through Dahej-Hazira-Uran-Dabhol (Panvel-Dabhol Section) Pipeline Project in the State of Maharashtra, a pipeline should be laid by the GAIL (India) Limited;

And whereas copies of the said Gazette notifications were made available to the public from 21-01-2005 to 04-04-2005 and 13-03-2006 to 13-04-2006;

And whereas the objections received from the public to the laying of the pipeline have been considered and disallowed by the competent authority;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.

And, further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government hereby directs that the right of user in the land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of the publication of the declaration, in the GAIL (India) Limited, proposing to lay the pipeline and thereupon the right of such user in the land shall, subject to the terms and conditions so imposed, vest in the GAIL (India) Limited, free from all encumbrances.

SCHEDULE

District	Tehsil	Village	Survey No.	Area to be acquired for ROU (In Hectare)
1	2	3	4	5
Raigad	Roha	Pathar-shet	21	00-16-00
			508	00-28-00
			511	00-01-00
			509	00-13-00
			510	00-13-00
			525	00-01-00
			522	00-02-00
			523	00-13-00
			526	00-20-00
			528	00-20-00
			529	00-10-00
			576	00-13-00
			575	00-04-00
			573	00-01-00
			574	00-21-00
			589	00-16-00
			591	00-05-00
			568	00-07-00
			541	00-27-00
			168	00-17-00
			167	00-56-00
			582	00-02-00
			178	00-02-00

1	2	3	4	5
Raigad	Roha	Pahur	685	00-23-00
			684	00-05-00
			683	00-18-00
			682	00-51-00
		Jamgaon	144	00-04-00
			145	00-40-00
			146	00-03-00
			174/1	00-49-00
			171	00-04-00
			172	00-12-00
			173	00-20-00
			181	00-43-00
			178	00-01-00
			179	00-18-00
			219	00-09-00
			218	00-06-00
			215	00-16-00
			210	00-24-00
			209/1	00-13-00
			208	00-11-00
			206	00-40-00
			608	00-04-00
			611	00-45-00
			633	00-01-00
			616	00-29-00
			630	00-09-00
			629	00-14-00
			617	00-15-00
			619	00-01-00
			623	00-03-00
			627	00-19-00
			625	00-25-00
			624/A	}
			624/B	
		Bale	30	00-01-00
			39	00-24-00
			67/6	00-18-00
			68/A	00-22-00
			40/1	00-31-00
			40/2	00-02-00
			66/4	00-01-00
			66/5	00-04-00
		Durtoli	478	00-03-00
			479	00-65-00
			749	00-04-00
			731	00-16-00
			730	00-19-00
			726	00-03-00
			724	00-14-00
			720/1	01-20-00
			706	00-27-00
			705	00-53-00
			702	00-12-00
			477	00-57-00
		Dagadwadi		00-04-00

1	2	3	4	5	1	2	3	4	5
Raigad	Roha	Chincha-	72	00-57-00	Raigad	Mangaon Lakhpale	279	00-01-00	
		wali	144	00-07-00			276	00-02-00	
			71	01-08-00			277	00-02-00	
			77	00-30-00			257	00-08-00	
			76	00-42-00			256	00-01-00	
			85	00-29-00			255	00-02-00	
			55/2	00-07-00			258	00-01-00	
			55/3	00-01-00			254	00-02-00	
		Yeral	226	00-23-00			253	00-07-00	
			225	00-16-00			174	00-04-00	
			185	00-08-00			139	00-01-00	
			186	00-09-00			172	00-04-00	
			187	00-28-00			140	00-11-00	
			188	00-01-00			170	00-02-00	
			173	00-24-00			141	00-02-00	
			190	00-07-00			142	00-04-00	
			13	00-19-00			108(1)	00-20-00	
			14	00-22-00			108(2)	00-68-00	
			15	00-01-00			107	00-10-00	
			18	00-36-00			79	00-01-00	
			20	00-12-00			78	00-01-00	
			25/1	00-28-00			77	00-01-00	
			26	00-03-00			76	00-01-00	
			27A	00-52-00		Hodgaon	174/5P	00-32-00	
			27B				175/3P	00-04-00	
			31	00-28-00			50/2P	00-08-00	
			51	00-54-00			50/4P	00-06-00	
			52	00-22-00			50/5P	00-07-00	
			54	00-56-00			62	00-22-00	
		Dhagad-	36/1	00-27-00			153/7P	00-12-00	
		wadi	36/2	00-13-00			153/6P	00-05-00	
			34/1	00-23-00			153/13P	00-09-00	
			34/4	00-40-00			193/1P	00-12-00	
			35/1	00-07-00			193/2P	00-08-00	
			33	00-94-00			193/7P	00-08-00	
			10/2	00-04-00			193/9P	00-06-00	
		Mangaon Lakhpale	591	00-03-00			193/12P	00-01-00	
			408	00-02-00			194/1P	00-05-00	
			413	00-03-00			194/2P	00-03-00	
			414	00-04-00			239/33P	00-01-00	
			411	00-01-00			239/34P	00-11-00	
			412	00-07-00			239/37P	00-22-00	
			417	00-02-00			239/38P	00-01-00	
			324	00-13-00			239/40P	00-07-00	
			326	00-04-00			139/14P	00-25-00	
			325	00-01-00		Usarghar	43/4P	00-10-00	
			330	00-01-00			43/5P	00-20-00	
			329	00-03-00			36/9P	00-06-00	
			328	00-01-00			36/11P	00-10-00	
			331	00-14-00			37/1P	00-17-00	
			271	00-09-00			37/2P	00-01-00	
			317	00-07-00			37/6P	00-11-00	
			272	00-04-00			34/5P	00-12-00	
			275	00-07-00			28/8P	00-08-00	
							73/2P	00-13-00	

1	2	3	4	5	1	2	3	4	5
Raigad	Mangaon Salave	636		00-14-00	Raigad	Mangaon Salave	106		00-03-00
		689		00-04-00			105		00-01-00
		679		00-03-00			109		00-07-00
		687		00-01-00			99		00-23-00
		697		00-04-00			97		00-36-00
		696		00-03-00		Vadpale	70/1		00-00-80
		699		00-05-00			70/2		00-07-00
		713		00-01-00			70/4		00-03-00
		712		00-05-00			70/5		00-06-00
		721		00-37-00			70/6		00-01-00
		782		00-20-00			70/7		00-02-00
		781		00-43-00			70/8		00-02-00
		799		00-01-00			72/1		00-10-00
		801/3P		00-25-00			72/2		00-02-00
		801/4P		00-22-00			72/3		00-01-00
		803		00-06-00			72/4		00-04-00
		362		00-16-00			62/1		00-11-00
		360		00-05-00			62/2		00-01-00
		359		00-05-00			62/3		00-01-00
		250		00-01-00			62/4		00-01-00
		357		00-02-00			62/5		00-01-00
		357		00-02-00		Nijampur	202		00-01-00
		341		00-09-00			76P		00-08-00
		347		00-01-00			143/0(A+B)		00-84-00
		342		00-11-00			62		00-10-00
		343		00-03-00			133		00-21-00
		340		00-05-00			59		00-40-00
		339		00-02-00			53		00-53-00
		336		00-02-00			49		00-33-00
		335		00-32-00			149/1 P		00-00-50
		337		00-01-00			158/6		00-34-40
		338		00-01-00			31/1A to E		00-04-00
		334		00-01-00			32		00-08-00
		252		00-01-00			33		00-66-00
		255		00-07-00			34/1+2 P		00-01-00
		254		00-01-00			186/2P		00-02-00
		244		00-19-00			128/1P		00-02-00
		229		00-01-00			28/2(A+B)		00-30-00
		230		00-04-00			28/6P		00-01-00
		223		00-07-00			28/9 P		00-10-00
		218		00-01-00			28/10P		00-03-00
		206/1P		00-02-00			126/6 P		00-07-00
		206/2P		00-07-00			126/7 P		00-05-00
		212A+B+C		00-19-00			124/2 P		00-29-00
		215		00-01-00			124/4 P		00-09-00
		214		00-10-00			121/1 P		00-19-00
		213		00-00-50			121/2 P		00-19-00
		151		00-07-00			121/3 P		00-12-00
		150		00-06-00			121/10		00-40-00
		149		00-00-50			(B+C+D)		
		158/3A+B P		00-01-00			144/2 A,B		00-10-00
		115		00-18-00					

[illegible]

1	2	3	4	5	1	2	3	4	5
Raigad	Mahad	Dabhol	38/6	00-01-00	Raigad	Mahad	Toll	228	00-04-00
			38/7	00-02-00			Budruk	248	00-19-00
			38/8A	00-01-00				223	00-01-00
			38/8B					86	00-03-00
			38/9	00-01-00				818	00-07-00
		Walang	15/1A	00-04-00				820	00-11-00
			15/1B/1					821	00-11-00
			15/1B/2	00-23-00				822	00-11-00
			14/1					830	00-11-00
			14/2					831	00-01-00
			14/3					826	00-03-00
			14/4	00-42-00				829	00-03-00
			14/5					827	00-04-00
			14/6					705	00-08-00
			10/1					704	00-15-00
			10/2					684	00-01-00
			10/3					855	00-14-00
			10/4					682	00-17-00
			10/5					664	00-17-00
			10/6	00-36-00				654	00-03-00
			10/7					655	00-08-00
			10/8					653	00-15-00
			10/9					612	00-18-00
			10/10					608	00-01-00
			10/11					611	00-05-00
			2/3A	00-23-00				599	00-03-00
			2/3BP					601	00-05-00
			2/2A/1P					592	00-02-00
			2/2A/2P	00-21-00				587	00-04-00
			2/2A/3P					588	00-27-00
			6/4P	00-04-00				589	00-02-00
			5/2P	00-03-00				585	00-12-00
			5/3P	00-13-00				514	00-12-00
			5/4A					577	00-14-00
			5/4B	00-05-00				572	00-07-00
			5/4C					533	00-20-00
			5/5P	00-29-00				534	00-02-00
			4/6/A/1P					564	00-03-00
			4/6/A/2P	00-32-00				561	00-44-00
			4/6/A/3P					548	00-01-00
			4/6/A/5P					547	00-01-00
			63/2P	00-34-00				546	00-06-00
			63/3P	00-06-00				545	00-04-00
			64/1P	00-17-00				544	00-06-00
			64/3P	00-01-00				543	00-14-00
			Stream	00-03-00				542	00-11-00
		Toll	238	00-08-00				540	00-25-00
		Budruk	241	00-10-00				539	00-10-00
			246	00-04-00				538	00-04-00
			247	00-08-00				537	00-08-00

[illegible]

1	2	3	4	5	1	2	3	4	5
Ratnagiri	Mandan-	Vinhe	78/2	00-21-00	Ratnagiri	Mandan-	Kuduk	740	00-15-00
	gad		125/8	00-22-00		gad		738	00-09-00
			125/9	00-18-00				867	00-01-00
			125/11	00-02-00				735	00-02-00
			77/1	00-07-00				734	00-05-00
			77/2	00-16-00				869	00-13-00
			77/3	00-18-00				733	00-01-00
			77/4/2	00-01-00				875	00-01-00
			76/1	00-07-00				777	00-54-00
			75/1	00-22-00				709	00-08-00
			26/9	00-01-00				704/2P	00-16-00
			59/1	00-20-00				706	00-03-00
			59/2	00-09-00				702	00-41-00
			59/3A	00-04-00				698	00-17-00
			59/3B	00-07-00				694	00-33-00
			59/4	00-11-00				576	00-04-00
			59/5	00-00-50				577/A P	00-06-00
			60/1	00-01-00				573	00-01-00
			36/8	00-01-00				736	00-05-00
			39/2	00-12-00		Dapoli	Visapur	42/1B P	00-07-00
		Taleghar	10/1	00-02-00				41/2P	00-08-00
			11/2	00-43-00				41/3P	00-30-00
			11/3	00-11-00				41/4P	00-02-00
			11/4	00-07-00				41/5P	00-01-00
			11/10	00-31-00				41/6BP	00-02-00
			11/11A	00-37-00				41/8P	00-01-00
			11/11B	00-37-00				39/1 To 16	00-52-00
			11/12'	00-02-00				30/1+2	00-47-00
			11/13'	00-13-00				30/3+5	00-55-00
			11/16	00-01-00				30/7P	00-01-00
			12/1A	00-37-00				32/7,8,10,15,21	00-17-00
			12/1B	00-15-00				126/1 to 10	
			12/2	00-03-00				126/13 to 17,	
			12/3'	00-01-00				126/18,19,20,22	00-05-00
		Balote	126/7	00-14-00				126/23,24,25,26	
			172/14	00-20-00				126/27	
			172/15	00-07-00				127/1A, 1B,	00-62-00
			117/2	00-28-00				1C, 2	
			142/5	00-09-00				128/1 to 5	
			179/9	00-01-00				129/1 P	00-21-00
			132/2	00-09-00				129/2 P	00-21-00
			132/3	00-15-00				131/7+8+9+12	00-55-00
			132/4	00-09-00				131/15,16,19,20	
			132/5	00-07-00				132/1,2	00-26-00
			132/6	00-10-00				133/2,3	00-24-00
			125/5	00-01-00				100/1 to 13	00-06-00
			125/7	00-05-00			Hatip	99	00-60-00
			125/9	00-02-00				101	00-19-00
			126/6	00-05-00				71	00-16-00
								66	00-08-00
								32	00-24-00

1	2	3	4	5	1	2	3	4	5
Ratnagiri Dapoli	Ganpati-	20/3P	00-69-00		Ratnagiri Dapoli	Matvan	19/12P	00-20-00	
		Pule	18/12P	00-02-00			19/13P	00-25-00	
		18/14P	00-01-00		26/7P	00-01-00			
		17/7P	00-07-00		26/13P	00-23-00			
		17/8P	00-08-00		26/15P	00-02-00			
		17/9P	00-05-00		Bramhan-	27/7P	00-20-00		
		17/10P	00-12-00			wadi	27/8P	00-32-00	
		17/11P	00-22-00			27/9P	00-39-00		
		17/13P	00-07-00			27/14P	00-06-00		
		17/14P	00-21-00			28/1P	00-06-00		
		17/15P	00-18-00			28/2P	00-56-00		
		17/16P	00-01-00			30/1,2,5,8	01-31-00		
		9/3A P	00-38-00			31/11P	00-05-00		
		9/3B P	00-09-00			32/2P	00-23-00		
		9/4B P	00-03-00			C.T.	00-03-00		
		9/6P	00-17-00			C.T.	00-02-00		
		7/18P	00-16-00			5/6P	00-20-00		
		7/27P	00-02-00			6/4A, 4B, 4C	00-32-00		
		7/28P	00-10-00			17/6P	00-03-00		
		7/29P	00-19-00			17/4P	00-04-00		
		6/1P	00-08-00			17/2A P	00-06-00		
		6/3P	00-01-00			9/5P	00-17-00		
		6/4P	00-01-00			9/6P	00-15-00		
		6/6P	00-12-00			69/1+2	00-09-00		
		6/8P	00-01-00			65/3P	00-14-00		
		6/9P	00-18-00			65/7P	00-08-00		
		6/10P	00-06-00			65/8P	00-04-00		
		6/11P	00-14-00			7/2P	00-16-00		
		6/12P	00-14-00			Navanagar	11/2	00-10-00	
		6/16P	00-04-00				10/5P	00-01-00	
		136/1P	00-40-00				10/6P	00-01-00	
		136/2AP	00-07-00				10/7P	00-02-00	
		137/9P	00-03-00				8/3P	00-11-00	
		137/10P	00-02-00				8/4P	00-23-00	
							8/5P	00-10-00	
							8/6P	00-05-00	
							8/7P	00-08-00	
							8/11P	00-17-00	
						8/12P	00-09-00		
	Ratnagiri Dapoli	Matvan					8/13P	00-01-00	
						8/18P	00-02-00		
						7/1P	00-07-00		
						7/2P	00-01-00		
						7/3P	00-01-00		
						5/7P	00-08-00		
						86/19P	00-60-00		
						87/11P	00-21-00		
						87/15P	00-06-00		
						87/16P	00-15-00		
						C.T.	00-01-00		
						1/21/1P	00-13-00		

[illegible]

1	2	3	4	5	1	2	3	4	5
Ratnagiri	Dapoli	Soveli	106/3	00-13-00	Ratnagiri	Dapoli	Dapoli	50/1	00-46-00
			107/1	00-05-00				50/2	00-20-00
			107/2	00-05-00				60/24	00-04-00
			109/1	00-10-00				60/27	00-19-00
			111/2	00-11-00			Chinchali	354	00-22-00
			111/3	00-10-00				355	00-03-00
			112/3	00-25-00				395	00-15-00
			164/1	00-23-00				384	00-24-00
		Kherdi	236/2	00-01-00				364	00-15-00
			38/1	00-06-00				365	00-09-00
			38/2	00-14-00				326	00-06-00
			38/3	00-03-00				325	00-08-00
			38/4	00-08-00				324	00-28-00
			38/5	00-04-00				322	00-07-00
			38/6	00-03-00				323	00-05-00
			38/8A+B+C	00-10-00				366	00-02-00
			237/0	00-21-00				363	00-01-00
			39/2	00-05-00			Dabhoi	171/5	00-01-00
			39/4	00-18-00				171/9	00-01-00
			39/5ABCD	00-39-00				171/10	00-17-00
			39/6	00-01-00				171/11	00-12-00
			39/7	00-20-00				171/12	00-21-00
			40/3	00-23-00				171/13	00-14-00
			84/4	00-08-00				171/14	00-07-00
			84/6	00-11-00				165	00-01-00
			84/7	00-20-00				48/2	00-17-00
			84/8	00-31-00				48/9	00-01-00
			87	00-06-00				164/10	00-26-00
			83/3	00-12-00			Jalgaon	148/3	00-14-00
			83/6ABC	00-35-00				148/12	00-03-00
			83/7	00-08-00				C.T.	00-01-00
			238/8	00-15-00				149/1/1	00-11-00
			238/10	00-12-00				149/6	00-14-00
			238/13	00-17-00				149/9	00-21-00
			238/15AB	00-12-00				149/12	00-01-00
			238/16AB	00-29-00				149/13	00-18-00
			238/17ABC	00-49-00				150/3A	00-21-00
			238/19	00-10-00				150/3B	00-21-00
			51/1	00-05-00				150/8	00-33-00
			51/2	00-11-00				150/13	00-10-00
			51/3	00-11-00				153/2	00-06-00
			51/4ABCP	00-40-00				153/13	00-05-00
			240	00-72-00			Umbarle	67/25	00-02-00
			72/1P	00-11-00				73/A/23	00-23-00
			72/2P	00-11-00				74/12	00-21-00
			72/3P	00-05-00				74/14	00-21-00
			70P	00-45-00				24/22	00-20-00
			59P	00-77-00				24/28	00-15-00

[F. No. L-14014/23/05-G.P. (Part-II)]

S. B. MANDAL, Under Secy.

नई दिल्ली, 19 मई, 2006

का. आ. 2064.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है की मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इंडस्ट्रीज लिमिटेड के गोवा में उत्तरी/ दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से महाराष्ट्र राज्य में अहमदनगर जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है उस तारीक से जिसको उक्त अधिनियम की धारा (3) की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में श्री. एल. आर. गोतारणे, सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, पूर्व में गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड, शामा हेरिटेज, "फ" बिल्डिंग फ्लॉट नं. 4 ए, केशवनगर, चिचवडगाव, पुणे - 411033, महाराष्ट्र, राज्य को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

मंडल/तेहसिल/तालुक : कर्जत		जिल्हा : अहमदनगर		राज्य : महाराष्ट्र	
गाँव का नाम	सर्वे नंबर / गट नंबर	आर जो यु अर्जित करने के लिये क्षेत्रफल			
		हेक्टर	एर	सि एर	
1	2	3	4	5	
1) श्रेगुडवाडी	167	00	23	93	
	138*	00	08	00	
	139*	00	23	30	
	143*	00	17	00	
2) खालगाव	158*	00	35	30	
3) आंबीजळगाव	330*	00	09	00	
	141	00	05	00	
	323	00	17	38	
	324	01	12	94	
	325	00	03	55	
	130*	00	40	00	
	331*	00	10	49	
4) कोरगाव	311	00	58	27	
	214*	00	26	30	

1	2	3	4	5
5) बेनवाडी	403*	00	06	25
	404*	00	05	15
	408*	00	01	32
	401*	00	05	11
	395*	00	02	24
	392*	00	12	64
	374*	00	20	60
6) येरवाडी	192	00	12	75
	34 *	00	39	60
	285	00	27	00
7) डूरगाव	475	01	12	80
	476	00	40	80
	477	00	09	50
	479	00	12	00
	485	00	43	20
	486	00	44	80
	487	00	32	20
8) पिंपळेवाडी	470	00	85	60
	गट नंबर 470 में रास्ता	00	05	00
	465	00	43	20
	467	00	45	60
	गट नंबर 467 और 462 के बीच का नाला	00	09	60
	462	00	50	40
	460	01	08	50
	गट नंबर 460 में रास्ता	00	04	80
	456	00	40	80
	गट नंबर 460 और 397 के बीच का नाला	00	08	40
	397	00	52	20
	398	00	18	60
	394	00	25	00
	393	00	38	00
	गट नंबर 393 में कॅनाल	00	04	80
	392	00	72	00
	391	01	00	80
	371	00	74	40
	373	00	64	80
	368	01	10	40
	गट नंबर 368 में कॅनाल	00	04	80
	356	00	85	90
	363	00	05	00
	362	00	21	60
	359	00	01	00
	361	00	18	00
	360	00	13	20
	326	00	12	00
	325	00	04	80
	324	00	10	80

1	2	3	4	5
8) पिपळेवाडी (निरंतर)	323	00	40	80
	322	00	14	40
	320	00	02	80
	319	00	03	00
गट नंबर 319 और 305 के बीच का रास्ता		00	04	80
	301	00	01	00
	305	00	31	20
गट नंबर 305 और 93 के बीच का नाला		00	12	00
	93	00	06	00
	92	00	67	00
गट नंबर 92 और 83 के बीच का रास्ता		00	04	80
	83	00	88	80
	7	00	28	80
	8	00	28	80
	9	00	31	50
	10	01	00	80
	15	00	16	00
	14	00	60	80
गट नंबर 14 में कॅनल		00	04	80
	11	00	55	00
	12	01	34	70
9) राक्षसवाडी खुर्द	राक्षसवाडी बुदुक और राक्षसवाडी खुर्द गांव सीमा के बीच का रास्ता	00	02	40
	216	00	72	00
	217	01	23	60
	219	00	04	80
	220	00	02	40
	218	00	24	00
	260	00	33	60
	259	00	09	60
	262	00	52	80
	265	00	31	20
	268	00	16	80
	266	00	62	40
गट नंबर 268 में कॅनल		00	04	80
	272	00	55	20
	274	00	16	80
	273	00	22	80
	276	00	38	00
गट नंबर 276 और 281 के बीच का कॅनल		00	04	80
	281	00	66	60
	282	01	08	00
	280	00	02	00
	283	00	07	00
गट नंबर 283 और 6 के बीच का रास्ता		00	12	00
	173	00	02	00

1	2	3	4	5
9) राक्षसवाडी खुर्द (निरंतर)	7*	00	02	00
	6	00	62	40
	5*	00	05	00
	1	00	07	20
	2	00	40	80
मंडल/तेहसिल/तालुक : श्रीगोंदा	जिल्हा : अहमदनगर	राज्य : महाराष्ट्र		
1) टाकळी कडेवालीत	437	00	02	00
2) भिंगाव	35/2*	00	04	04
3) काष्टी	191	00	61	00

* का. आ. 562 दिनांक 17/02/2005 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर इस प्रतिपादन नया विस्तीर्ण के लिए।

[फा. सं. एल-14014/55/04-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 19th May, 2006.

S. O. 2064.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/ Southern offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of Ahmednagar District in the State of Maharashtra, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said Pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub – section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the Pipeline under the land to Shri. L. R. Gotarne, Competent Authority, Reliance Gas Pipelines Limited, Formerly Gas Transportation and Infrastructure Company Limited, Shyama Heritage, "F" Building Flat No. 4A, Keshavnagar, Chinchwadgaon, Pune-411033, Maharashtra State.

Schedule

Mandal/Thesi/Taluk: Karjat		District: Ahmednagr		State : Maharashtra	
Village	Survey No/Gat No.	Area to be acquired for ROU			
		Hectare	Are	C-Are	
1	2	3	4	5	
1) Shegudwadi	167	00	23	93	
	138*	00	08	00	
	139*	00	23	30	
	143*	00	17	00	
2) Khatgaon	158*	00	35	30	

1	2	3	4	5
3) Ambajgaon	330*	00	09	00
	141	00	05	00
	323	00	17	38
	324	01	12	94
	325	00	03	55
	130*	00	40	00
	331*	00	10	49
4) Koregaon	311	00	58	27
	214*	00	26	30
5) Berwadi	403*	00	06	25
	404*	00	05	15
	408*	00	01	32
	401*	00	05	11
	395*	00	02	24
	392*	00	12	64
	374*	00	20	60
6) Therawadi	182	00	12	75
	34*	00	39	60
	285	00	27	00
7) Durgaoon	475	01	12	80
	476	00	40	80
	477	00	09	50
	479	00	12	00
	485	00	43	20
	486	00	44	80
	487	00	32	20
8) Pimpalwadi	470	00	85	60
	Road in Gat No.470	00	05	00
	465	00	43	20
	467	00	45	60
	Nala in between Gat No. 467	00	09	60
	& 462			
	462	00	50	40
	460	01	08	50
	Road in Gat No.460	00	04	80
	456	00	40	80
	Nala in between Gat No. 460	00	08	40
	& 397			
	397	00	52	20
	398	00	18	60
	394	00	25	00
	393	00	38	00
	Canal in Gat No.393	00	04	80
	392	00	72	00
	391	01	00	80

1	2	3	4	5
8) Pimpalwadi (Contd.....)	371	00	74	40
	373	00	64	80
	368	01	10	40
	Canal in Gat No. 368	00	04	80
	356	00	85	90
	363	00	05	00
	362	00	21	60
	359	00	01	00
	361	00	18	00
	360	00	13	20
	326	00	12	00
	325	00	04	80
	324	00	10	80
	323	00	40	80
	322	00	14	40
	320	00	02	80
	319	00	03	00
	Road in between Gat No. 319 & 305	00	04	80
	301	00	01	00
	305	00	31	20
	Nala in between Gat No. 305 & 93	00	12	00
	93	00	06	00
	92	00	67	00
	Road in between Gat No. 92 & 83	00	04	80
	83	00	88	80
	7	00	28	80
	8	00	28	80
	9	00	31	50
	10	01	00	80
	15	00	16	00
	14	00	60	80
	Canal in Gat No. 14	00	04	80
	11	00	55	00
	12	01	34	70
9) Rakshaswadi Khurd	Road in between V. B. of Rakshaswadi Budruk and Rakshaswadi Khurd	00	02	40
	216	00	72	00
	217	01	23	60
	219	00	04	80
	220	00	02	40
	218	00	24	00
	260	00	33	60

1	2	3	4	5
गु. Rakshaswadi Road (Land)	259	00	09	60
	262	00	52	80
	265	00	31	20
	268	00	16	80
	266	00	62	40
Canal in Gat No. 266		00	04	80
	272	00	55	20
	274	00	16	80
	273	00	22	80
	276	00	38	00
Canal in between Gat No. 276 & 281		00	04	80
	281	00	66	60
	282	01	08	00
	280	00	02	00
	283	00	07	00
Road in between Gat No. 283 & 6		00	12	00
	173	00	02	00
	7*	00	02	00
	6	00	62	40
	5*	00	05	00
	1	00	07	20
	2	00	40	80
Mandal/Thesi/Takuk: Shrigonda	District: Ahmednagar		State : Maharashtra	
1) Taklikadewalit	437	00	02	00
2) Bhingun	35/2*	00	04	04
3) Kashti	191	00	61	00

* Survey Nos. notified vide S.O. 562, Dated 17/02/2005 u/s 3(1) of P&MP Act 1962. Present proposal is for additional extent.

[F. No. L-14014/55/04-G.P.]

S. B. MANDAL Under Secy.

नं. दिनांक, 22 मई, 2006

क्रा. आ. 2065.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें 'इसके पश्चात उक्त अधिनियम कहा गया है') की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 628 तारीख 18 फरवरी, 2005, जो भारत के राजपत्र तारीख 26 फरवरी, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी :

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 1 अक्टूबर, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : रूपबास		जिला : भरतपुर	राज्य : राजस्थान
क्र०सं०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	शहना	840	0.0864
2	जैचौली	166	0.0170
3	तेहरा ब्रह्मण	569	0.0055
		534	0.0869
		535	0.0776
		470	0.0387
		471	0.0292
		466	0.0044
		455	0.0093
		456	0.0026
4	कुन्देर	433	0.1761
5	अधियारी	1369	0.0367
		1366	0.0130
		900	0.0021
		901	0.0058
6	नेकपुर	382	0.0025
		422	0.0023
7	कैमासी	199	0.0171
		85	0.0678
		339/131	0.0474
8	रहीमपुर	158	0.2311
		215	0.1409
		222	0.0332
9	तुहिया पट्टी	524	0.0017

New Delhi, the 22th May, 2006

S. O. 2065.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.628, dated the 18th February, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act) published in the Gazette of India dated the 26th February, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh, to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 1st October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : ROOPBAS		DISTRICT : BHARATPUR		STATE : RAJASTHAN	
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE		
1	2	3	4		
1	SHAHNA	840	0.0864		
2	JAICHAULI	166	0.0170		
3	TEHRA BRAHMAN	569	0.0055		
		534	0.0869		
		535	0.0776		
		470	0.0387		
		471	0.0292		
		466	0.0044		
		455	0.0093		
		456	0.0026		
4	KUNDER	433	0.1761		

1	2	3	4
5	ANDHIYARI	1369	0.0367
		1366	0.0130
		900	0.0021
		901	0.0058
6	NEKPUR	382	0.0025
		422	0.0023
7	KAIMASI	199	0.0171
		85	0.0678
		339/131	0.0474
8	RAHIMPUR	158	0.2311
		215	0.1409
		222	0.0332
9	TUHIA PATTI	524	0.0017

[F. No. R-31015/86/2004 O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 25 मई, 2006

का. आ. 2066.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962, (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 263 तारीख 17 जनवरी, 2006, जो भारत के राजपत्र तारीख 21 जनवरी, 2006, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मुन्दा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन के माध्यम से गुजरात राज्य में मुन्दा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 मार्च, 2006, को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अर्जन केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए, इस मंत्रालय के सहमति पत्र सं. आर - 31015/7/03 ओ.आर.-II दिनांक 25/11/2004 द्वारा लगाई गई शर्तों के अध्याधीन सभी विल्लंगनों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : आबू रोड		जिला : सिरोही	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	आमथला	142/1166	0	19	08

[फा. सं. आर-31015/44/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 25th May, 2006

S. O. 2066.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 263 dated the 17th January, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 21st January, 2006, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products from Mundra in the State of Gujarat to Delhi through Mundra-Delhi Petroleum Product Pipeline by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 28th March, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances, subject to the conditions imposed vide this Ministry's consent letter no. R-31015/7/03 OR- II dated 25-11-2004

SCHEDULE

Tehsil : ABU ROAD		District : SIROHI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq. mtr.
1	2	3	4	5	6
1.	AMTHALA	142/1166	0	19	08

[F. No. R-31015/44/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 25 मई, 2006

का. आ. 2067.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 262 तारीख 17 जनवरी, 2006, जो भारत के राजपत्र तारीख 21 जनवरी, 2006, में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मुन्दा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन के माध्यम से गुजरात राज्य में मुन्दा से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 मार्च, 2006, को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने के बजाए, इस मंत्रालय के सहमति पत्र सं. आर - 31015/7/03 ओ.आर.-II दिनांक 25/11/2004 द्वारा लगाई गई शर्तों के अध्वधीन सभी विल्लंगनों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : बाली		जिला : पाली		राज्य : राजस्थान	
क्रम सं.	गाँव का नाम	खसरा सं.	हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	नामा	2420/1मिन	0	16	56
2.	बीजापुर	720/2923	0	04	93

[फा. सं. आर-31015/45/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 25th May, 2006

S. O. 2667.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 262 dated the 17th January, 2006, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India dated the 21st January, 2006, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of petroleum products from Mundra in the State of Gujarat to Delhi through Mundra-Delhi Petroleum Product Pipeline by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 28th March, 2006;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances, subject to the conditions imposed vide this Ministry's consent letter no. R-31015/7/03 OR- II dated 25-11-2004.

SCHEDULE

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	NANA	2420/1Min	0	16	56
2.	BEEJAPUR	720/2923	0	04	93

[F. No. R-31015/45/2004-O.R.-II]

A. GOSWAMI, Under Secy.

नई दिल्ली, 25 मई, 2006

का. आ. 2068.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितवद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री. संजीव जाधव, सक्षम प्राधिकारी, मुम्बई-पुणे पाइपलाइन विस्तार परियोजना (लोनी से पकनी तक हजारवाडी के रास्ते), हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, मेगा सेंटर, मगरपट्टा - एम व एन विंग, हादापसर - 411 028 (पुणे जिला), महाराष्ट्र को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूची

तालूका : पलुस			जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	बांबवडे		1043		00	03	78
			1044		00	03	96
			1045		00	08	64
			1046		00	10	62
			1047		00	11	52
			1050		00	15	75
			1052		00	16	20
			1053		00	28	44
			1081		00	57	42
			1080		00	76	32
			1163		00	16	20
			1162		00	07	65
			1164		00	27	12

तालुका : पलुस			जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1.	2	3	4	5	6	7	8
1	बांबयडे (भिरंतर)		1165		00	00	60
			1232		00	23	91
			1233		00	38	07
			1234		00	06	48
			1230		00	18	95
			1220		00	82	17
			201		00	25	38
			202		00	01	17
			206		00	01	08
			200		00	24	30
			232		00	01	80
			209		00	29	70
			230		00	05	76
			228		00	06	48
			242		00	10	44
			227		00	25	38
			286	1	00	00	70
			288		00	06	68
			289		00	15	93
			290		00	18	72
			291		00	08	46
			306		00	45	26
			303		00	07	74
			304		00	03	24
			302		00	10	08
			301		00	08	64
			300		00	03	60
			299		00	12	96
			298		00	13	68
			307		00	19	92
			356		00	04	80
			358		00	01	20
			359		00	03	84
			1155		00	04	80
			368		00	00	30
			369		00	00	30
			370		00	00	30
			371		00	04	38
			372		00	10	32
			373		00	11	52
			गट नंबर 373 में प्र जि मा 19		00	02	16
			गट नंबर 373 और 374 के बीच में रा मा 75		00	02	40
			374		00	07	68
कुल					08	14	90

[फा. सं. आर-31015/27/2004-ओ.आर.-II]

ए. गोस्वामी, अवर सचिव

New Delhi, the 25th May, 2006

S. O. 2068.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra, an extension pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person, interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Sanjeev Jadhav, Competent Authority, Mumbai-Pune Pipeline Extension Project (from Loni to Pakni via Hazarwadi), Hindustan Petroleum Corporation Limited, Mega Center, Magarpatta – M & N Wing, Hadapsar – 411 028 (Pune District), Maharashtra.

SCHEDULE

Taluka : PALUS		District : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
1	2	3	4	5	Hectare	Are	Sq.mt
1	BAMBAVADE		1043		00	03	78
			1044		00	03	96
			1045		00	08	64
			1046		00	10	62
			1047		00	11	52
			1050		00	15	75
			1052		00	16	20
			1053		00	28	44
			1081		00	57	42
			1080		00	76	32
			1163		00	16	20
			1162		00	07	65
			1164		00	27	12

Taluka : PALUS			District : SANGLI		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1 BAMBAVADE (Contd.)			1165		00	00	60
			1232		00	23	91
			1233		00	38	07
			1234		00	06	48
			1230		00	18	95
			1220		00	82	17
			201		00	25	38
			202		00	01	17
			206		00	01	08
			200		00	24	30
			232		00	01	80
			209		00	29	70
			230		00	05	76
			228		00	06	48
			242		00	10	44
			227		00	25	38
			286	1	00	00	70
			288		00	06	68
			289		00	15	93
			290		00	18	72
			291		00	08	46
			306		00	45	26
			303		00	07	74
			304		00	03	24
			302		00	10	08
			301		00	08	64
			300		00	03	60
			299		00	12	96
			298		00	13	68
			307		00	19	92
			356		00	04	80
			358		00	01	20
			359		00	03	84
			1155		00	04	80
			368		00	00	30
			369		00	00	30
			370		00	00	30
			371		00	04	38
			372		00	10	32
			373		00	11	52
			MDR 19 in Gat No. 373		00	02	16
			SH 75 in between Gat No. 373 & 374		00	02	40
			374		00	07	68
Total					08	14	90

नई दिल्ली, 25 मई, 2006

का. आ. 2069.—केन्द्रीय सरकार ने पेट्रोलियम और प्राकृतिक गैस मंत्रालय के का. आ. 452 दिनांक 01.02.2006 द्वारा पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उप-धारा (1) के अधीन अधिसूचना प्रकाशित कर, ब्यावर से चित्तौड़गढ़ तक पेट्रोलियम उत्पादों के परिवहन के लिए “सिद्धपुर-सांगानेर पाइपलाइन से चित्तौड़गढ़ तक ब्रान्च लाईन” के कार्यान्वयन हेतु एक शाखा पाइपलाइन बिछाने के लिये उक्त अधिसूचना में विनिर्दिष्ट तहसील मांडल, जिला भीलवाड़ा, राजस्थान राज्य की भूमि अधिसूचित की थी।

और उक्त अधिसूचना की प्रतियाँ जनता को दिनांक 27.03.2006 तक उपलब्ध करा दी गई थी।

और उक्त अधिनियम की धारा 6 की उप-धारा (1) के अनुसरण में सक्षम प्राधिकारी, राजस्थान, ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है।

और, केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के उपयोग का अधिकार अर्जित किया जाता है।

और केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर इंडियन ऑयल कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची

तहसील : मांडल		जिला : भीलवाड़ा		राज्य : राजस्थान	
गांव का नाम	खसरा सख्या	क्षेत्रफल			
		हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	
भादू	2806/1320	0	16	20	

[फा. सं. आर-25011/31/2004-ओ.आर.-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 25th April, 2006

S. O. 2069.—Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number 452 dated 01.02.2006 issued under sub section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land in Tehsil : Mandal, District : Bhilwara in the State of Rajasthan, specified in the schedule appended to that notification for the purpose of laying pipeline for the transportation of petroleum products in the State of Rajasthan from Beawar to Chittaurgarh in respect of "Branch Pipeline to Chittaurgarh from Sidhpur – Sanganer Pipeline" by the Indian Oil Corporation Limited

And whereas, copy of the said notification was made available to the general public on 27.03.2006.

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted his report to the Central Government;

And whereas, the Central Government, after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this Notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land shall instead of vesting in the Central Government, vests from the date of publication of this declaration, in the Indian Oil Corporation Limited free from all encumbrances.

SCHEDULE

Tehsil : MANDAL		District : BHILWARA		State : RAJASTHAN	
Name of the Village	Khasara No.	Area			
		Hectare	Are	Sq.mtr.	
1	2	3	4	5	
BHADU	2806/1320	0	16	20	

[F. No. R-25011/31/2004-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 26 मई, 2006

का. आ. 2070.— केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड पूर्व में मेसर्स गैस ट्रांसपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड की संप्रवर्तक कंपनी मेसर्स रिलाएंस इन्डस्ट्रीस लिमिटेड के गोवा में उत्तरी/दक्षिणी अपतट में खोज ब्लॉकों और आन्ध्रप्रदेश में संरचनाओं से आन्ध्रप्रदेश राज्य में पश्चिमी गोदावरी जिले के विभिन्न उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए मेसर्स रिलाएंस गैस पाइपलाइन्स लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिये ;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसके भीतर उक्त पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबध्द अनुसूचि में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः, अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति जो उक्त अनुसूचि में वर्णित भूमि में हितबध्द है उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा (1) के अधीन जारी की गई अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाई जाने के लिए उपयोग के अधिकार के अर्जन के संबंध में सक्षम प्राधिकारी, रिलाएंस गैस पाइपलाइन्स लिमिटेड, 16-23-60, रोड नंबर 1, अयोध्या नगर, डइरी फार्म सेंटर, काकिनाडा, पूर्वी गोदावरी जिला, आन्ध्रप्रदेश राज्य - 533001 को लिखित रूप में आक्षेप भेज सकेगा ।

अनुसूचि				
मंडल: भिमडोलु	जिल्ला : पश्चिम गोदावरी	राज्य : आन्ध्र प्रदेश		
गांव का नाम	सर्वे सं / सब डिविजन सं	आर ओ यू अर्जित करने के लिए क्षेत्रफल		
		हेक्टर	एर	सि एर
1	2	3	4	5
1) भिमडोलु	747/2	0	11	50
2) पुल्ला	657/2सि	0	02	55
मंडल: उन्नुटूरु	जिल्ला : पश्चिम गोदावरी	राज्य : आन्ध्र प्रदेश		
1) बादमपुडि	18/2	0	48	85
	18/1	0	02	80
	17/3	0	21	40
	19	0	11	05
	20	0	04	90
	57	0	46	85
	55	0	02	20
	54	0	03	85
	21	0	58	85
	22	0	38	50

1	2	3	4	5
2) उंगुट्टु निरंतर	455/1बि	0	00	65
	455/2	0	18	95
	452/4	0	08	95
	452/5	0	24	40
	452/2	0	01	00
	456/1	0	42	30
	451/1सि	0	18	20
	451/2सि	0	00	65
	451/2बि	0	05	90
	451/2ए	0	25	30
	458	0	00	10
	450/2जे	0	05	15
	450/2आइ	0	01	40
	450/2हेच	0	00	40
	459	0	09	55
	460	0	43	90
	461	0	13	45
	462	0	09	40
	1223	0	15	80
	1227/1	0	00	10
	1226/1	0	33	65
	1225/1	0	20	00
	1225/2	0	02	50
	1235	0	37	15
	1218	1	15	75
	1215/2	0	14	25
	1215/1	0	19	30
	1214/2	0	18	20
	1214/1	0	15	60
	1213	0	32	40
	1210/2	0	15	60
	1263/1ए	0	10	15
	1263/1बि	0	43	45
	1264/2ए	0	20	35
	1264/1	0	06	85
	1265/5	0	12	35
	1265/4	0	11	60
	1265/3	0	12	45
	1269	0	00	25
	1267	0	04	65
	1268	0	07	90
	1276/5	0	02	90

1	2	3	4	5
2) उंगुट्टु निरंतर	1276/2	0	07	35
	1276/1ए	0	16	40
	1279/3	0	18	00
	1279/2	0	05	80
	1279/4	0	15	55
	1280/2	0	08	20
	1280/1	0	00	10
	1285	0	11	00
	1288/3	0	01	65
	1288/4	0	08	45
	1288/5	0	08	65
	1288/6	0	08	70
	1287	0	31	95
	1304	0	34	00
	1308/2	0	51	75
	1315/1	0	04	75
	1316*	0	42	35
	1317	0	39	75
	1319	0	09	70
	1320/2	0	28	45
	1321*	0	35	25
	1059*	0	06	95
	1062	0	03	95
3) यल्लामिल्लि	308/2	0	04	15
	310/5	0	45	70
	310/3बि	0	13	60
	310/2बि	0	02	80
	311/2	0	75	25
	311/1ए	0	10	55
	313	0	04	75
	314/3	0	14	00
	315/12	0	08	95
	316	0	09	80
	318/3	0	52	05
	317/1	0	01	30
	317/2	0	27	50
	317/3	0	05	45
	318/2	0	21	20
	323/1ए	0	42	65
	324/3	0	00	25
	324/2	0	37	65

1	2	3	4	5
3) यल्लामिल्लि निरंतर	324/1	0	11	80
	325/3	0	25	75
	325/1बि	0	01	55
	325/2	0	12	25
	325/6	0	22	35
	325/7	0	04	45
	346/3	0	26	40
	346/2बि	0	11	75
	345/2	0	00	50
	345/1	0	04	40
	344/2	0	23	85
	344/3	0	14	90
	344/4	0	07	90
	344/5	0	00	10
	344/1	0	03	15
	344/6	0	15	65
	343	0	10	95
	355/2बि	0	01	20
	357/2	0	46	30
	358/2	0	43	80
	358/1	0	00	50
	359	0	20	10
	360/3	0	02	85
	360/2	0	22	20
	360/1	0	24	75

* का.आ. 1758, दिनांक: 16-06-2003 द्वारा पी.एम.पी. ऐक्ट, 1962 की धारा 3 की उपधारा (1) के अन्तर्गत सूचित किये गये सर्वे नंबर। इस प्रतिपादन नया विस्तीर्ण केलिए।

[फा. सं. एल-14014/14/2003-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 26th May, 2006

S. O. 2070.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of the natural gas from the exploration blocks in the Northern/Southern Offshore of Goa and structures in Andhra Pradesh of M/s Reliance Industries Limited, the promoter company of M/s Reliance Gas Pipelines Limited, formerly known as M/s Gas Transportation and Infrastructure Company Limited to the various consumers of West Godavari District in the State of Andhra Pradesh, a pipeline should be laid by M/s Reliance Gas Pipelines Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which are described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962(50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty-one days from the date on which the copies of the notification as published in the Gazette of India under sub-section (1) of section 3 of the said Act, are made available to the general public, object in writing to the acquisition of right of the user therein for laying the pipeline under the land to Competent Authority, Reliance Gas Pipelines Limited, D. No : 16-23-60, Road No. 1, Ayodhya Nagar, Dairy farm Centre, Kakinada, East Godavari District-533 001, Andhra Pradesh State.

Schedule				
Mandal : Bhimadolu		District : West Godavari		State : Andhra Pradesh
Village	Survey No./Sub-Division No.	Area to be acquired for ROU		
		Hectare	Acre	C-Are
1	2	3	4	5
1) Bhimadolu	747/2	0	11	50
2) Palla	657/2C	0	02	55
Mandal : UNGUTURU		District : West Godavari		State : Andhra Pradesh
1) Badampudi	16/2	0	48	85
	18/1	0	02	80
	17/3	0	21	40
	19	0	11	05
	20	0	04	90
	57	0	46	85
	55	0	02	20
	54	0	03	85
	21	0	58	85
	22	0	38	50
2) Unguturu	455/1B	0	00	65
	455/2	0	18	95
	452/4	0	08	95
	452/5	0	24	40
	452/2	0	01	00
	456/1	0	42	30
	451/1C	0	18	20
	451/2C	0	00	65
	451/2B	0	05	90
	451/2A	0	25	30
	458	0	00	10
	450/2J	0	05	15
	450/2I	0	01	40
	450/2H	0	00	40
	459	0	09	55
	460	0	46	90
	461	0	13	45

1	2	3	4	5
2) Unguturu Contd...	462	0	09	40
	1223	0	15	80
	1227/1	0	00	10
	1226/1	0	33	65
	1225/1	0	20	00
	1225/2	0	02	50
	1235	0	37	15
	1218	1	15	75
	1215/2	0	14	25
	1215/1	0	19	30
	1214/2	0	18	20
	1214/1	0	15	60
	1213	0	32	40
	1210/2	0	15	60
	1263/1A	0	10	15
	1263/1B	0	43	45
	1264/2A	0	20	35
	1264/1	0	06	85
	1265/5	0	12	35
	1265/4	0	11	60
	1265/3	0	12	45
	1269	0	00	25
	1267	0	04	65
	1268	0	07	90
	1276/5	0	02	90
	1276/2	0	07	35
	1276/1A	0	16	40
	1279/3	0	18	00
	1279/2	0	05	80
	1279/4	0	15	55
	1280/2	0	08	20
	1280/1	0	00	10
	1285	0	11	00
	1288/3	0	01	65
	1288/4	0	08	45
	1288/5	0	08	65
	1288/6	0	08	70
	1287	0	31	95
	1304	0	34	00
	1308/2	0	51	75
	1315/1	0	04	75
	1316*	0	42	35
	1317	0	39	75
	1319	0	09	70

1	2	3	4	5
2) Unguturu Contd...	1320/2	0	28	45
	1321*	0	35	25
	1059*	0	06	95
	1062	0	03	95
3) Yellamilli	308/2	0	04	15
	310/5	0	45	70
	310/3B	0	13	60
	310/2B	0	02	80
	311/2	0	75	25
	311/1A	0	10	55
	313	0	04	75
	314/3	0	14	00
	315/12	0	08	95
	316	0	09	80
	318/3	0	52	05
	317/1	0	01	30
	317/2	0	27	50
	317/3	0	05	45
	318/2	0	21	20
	323/1A	0	42	65
	324/3	0	00	25
	324/2	0	37	65
	324/1	0	11	80
	325/3	0	25	75
	325/1B	0	01	55
	325/2	0	12	25
	325/6	0	22	35
	325/7	0	04	45
	346/3	0	26	40
	346/2B	0	11	75
	345/2	0	00	50
	345/1	0	04	40
	344/2	0	23	85
	344/3	0	14	90
	344/4	0	07	90
	344/5	0	00	10
	344/1	0	03	15
	344/6	0	15	65
	343	0	10	95

1	2	3	4	5
3) Yellamilli Contd...	355/2B	0	01	20
	357/2	0	46	30
	358/2	0	43	80
	358/1	0	00	50
	359	0	20	10
	360/3	0	02	85
	360/2	0	22	20
	360/1	0	24	75

* Survey Nos. notified vide S.O. 1758 dated 16/06/2003 u/s 3(1) of P&MP Act 1962. Present proposal is for additional areas.

[F. No. L-14014/14/2003-G.P.]

S. B. MANDAL Under Secy.

कोयला मंत्रालय

नई दिल्ली, 25 मई, 2006

का. आ. 2071.— केन्द्रीय सरकार को यह प्रतीत होता है, कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब, केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र, जिसका रेखांक सं. सी-1(ई) III/एचआर/736-0905, तारीख 22 सितम्बर, 2005 का निरीक्षण वेस्टर्न कोलफील्ड्स लिमिटेड (राजस्व विभाग) , कोल एस्टेट, सिविल लाईन्स, नागपुर 440 001 (महाराष्ट्र) के कार्यालय में या कलक्टर, छिन्दवाड़ा (मध्य-प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता के कार्यालय में किया जा सकता है ;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति, उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर विशेष कार्य अधिकारी (भू/रा), वेस्टर्न कोलफील्ड्स लिमिटेड, राजस्व विभाग, कोल ईस्टेट, सिविल लाईन्स, नागपुर - 440 001 (महाराष्ट्र) को भेजेंगे ।

अनुसूची

धुन्दी खंड, कन्हान क्षेत्र
जिला छिन्दवाड़ा (मध्य-प्रदेश)

(रेखांक सं. - सी 1(ई)III /एच आर/736-0905 तारीख 22 सितम्बर, 2005)

क्र. सं.	ग्राम का नाम	पटवारी सर्किल संख्या	कम्पार्ट-मेंट संख्या	तहसील	जिला	भूमि का निर्धारण		क्षेत्र हेक्टर में	टिप्पणी
						वन क्षेत्र	सरकारी और अभिधृति		
1.	करंजपानी धुन्दी	3	-	जुन्नारदेव	छिन्दवाड़ा	-	70.071	70.071	भाग

2.	करंजपानी धुन्दी	3	400	जुन्नारदेव	छिन्दवाडा	30.051	-	30.051	भाग
3.	करंजपानी धुन्दी	3	401	जुन्नारदेव	छिन्दवाडा	60.182	-	60.182	भाग
4.	करंजपानी धुन्दी	3	410	जुन्नारदेव	छिन्दवाडा	23.175	-	23.175	भाग
कुल						113.408	70.071		

कुल क्षेत्र:- 183.479 हेक्टर (लगभग)

या 453.38 एकड (लगभग)

सीमा वर्णन:-

- क - ख: रेखा, 'क' बिन्दु से आरम्भ होती है और ग्राम करंजपानी धुन्दी से होते हुए 'ख' बिन्दु पर मिलती है।
- ख - ग: रेखा, ग्राम करंजपानी धुन्दी से होते हुए आगे बढ़ती है और बिन्दु 'ग' पर मिलती है।
- ग - घ: रेखा, ग्राम करंजपानी धुन्दी से होकर गुजरती है और बिन्दु 'घ' पर मिलती है।
- घ - क: रेखा, ग्राम करंजपानी धुन्दी से होते हुए जाती है और आरंभिक बिन्दु पर मिलती है।

[सं.-43015/10/2005-पाआरआईडब्ल्यू-1]

एम. शहाबुद्दीन, अवर सचिव

Ministry of Coal

New Delhi, the 25th May, 2006

S. O. 2071.—whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein ;

2. The plan bearing No. C-1(E)III/HR/736-0905 dated the 22nd September, 2005 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited, (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440 001 (Maharashtra) or in the office of the Collector, Chhindwara (Madhya Pradesh) or in the office of the Coal Controller, 1, Council House Street, Kolkata.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer on Special Duty (L/R), Western Coalfields Limited, Revenue Department, Coal Estate, Civil Lines, Nagpur – 440 001 (Maharashtra) within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE
Dhundi Block, Kanhan Area
District Chhindwara (Madhya Pradesh)

(Plan No. C-1(E) III / HR/ 736- 0905 dated the 22nd September, 2005).

Sl. No.	Name of village	Patwari circle number	Compartment number	Tahsil	District	Prescription of land		Area in hectares	Remarks
						Forest	Govt. & tenancy		
1	Karanjpani Dhundi	3	-	Junnar-deo	Chhindwara	-	70.071	70.071	Part
2	Karanjpani Dhundi	3	400	Junnar-deo	Chhindwara	30.051	-	30.051	Part
3	Karanjpani Dhundi	3	401	Junnar-deo	Chhindwara	60.182	-	60.182	Part
4	Karanjpani Dhundi	3	410	Junnar-deo	Chhindwara	23.175	-	23.175	Part
Total						113.408	70.071		

Total area : 183.479 hectares (approximately)
 Or 453.38 acres (approximately)

Boundary description :-

- A – B : Line starts from point 'A' and passes through village Karanjpani Dhundi and meets at point 'B'.
 B – C : Line passes through village Karanjpani Dhundi and meets at point 'C'.
 C – D : Line passes through village Karanjpani Dhundi and meets at point 'D'.
 D – A : Line passes through village Karanjpani Dhundi and meets at starting point 'A'.

[No. 43015/10/2005-PRIW-I]
 M. SHAHABUDEEN, Under Secy.

श्रम और रोजगार मंत्रालय

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 2072.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 40/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-4-2006 को प्राप्त हुआ था।

[सं. एल-12011/175/2004-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 28th April, 2006

S.O. 2072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Vijaya Bank and their workmen, which was received by the Central Government on 27-04-2006.

[No. L-12011/175/2004-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI**

Thursday, the 19th January, 2006

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 40/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Vijaya Bank and their workmen].

BETWEEN:

The Deputy General Secretary, : I Party/Claimant
Vijaya Bank Workers' Organisation

AND

The Assistant General Manager, : II Party/Management
Vijaya Bank, Chennai.

APPEARANCE:

For the Claimant : Mr. S. D. Srinivasan,
Authorised
Representative

For the Management : Mr. M. Dinesan,
Authorised
Representative

AWARD

The Central Government, Ministry of Labour vide order No. L-12011/175/2004-IR (B-II) dated 21-04-2005 has referred this industrial dispute to this Tribunal for adjudication. The Schedule mentioned in that order is:

"Whether the action of the management of Vijaya Bank in imposing the punishment of 'removal from the services of the Bank with superannuation benefits' on Sri S. Sundarapandian, Subordinate Staff of Tiruppur branch is legal and justified? If not, to what relief the workman is entitled to?"

2. After the receipt of the reference, it was taken on file as I. D. No. 40/2005 and notices were issued to both the parties and both the parties entered appearance through their authorised representatives and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows:—

The Petitioner union espouses the cause of Sri S. Sundarapandian who was working as a permanent subordinate staff at Tiruppur branch of the Respondent/Bank. He joined the service on 23-11-93 and was confirmed on 23-5-94. On 9-8-2002 the Disciplinary Authority issued an order of suspension for certain alleged charges like committing forgery of cheque and misappropriating an amount of Rs. 5,000. The charge sheet was issued on 15-10-2002. Though the concerned employee denied the charges the Respondent/Bank ordered for domestic enquiry. The Enquiry Officer has given a finding that the charge framed against the concerned employee was proved and further Disciplinary Authority through his order dated 21-4-2003 imposed the punishment of removal from service of the bank with superannuation benefits. Even though the concerned employee has asked for personal hearing, the Disciplinary Authority through his order dated 13-5-2003 imposed the punishment. Even the appeal filed by the concerned employee has been rejected and therefore, the Petitioner union has raised a dispute before the labour authorities and on failure of the conciliation, the matter was referred to this Tribunal for adjudication. The said order of suspension and also the punishment imposed was not in conformity with the terms and provisions as contained in memorandum of settlement dated 10-4-02. Further, the change of Disciplinary Authority was neither informed nor communicated to concerned workman by the Respondent/Bank. The charge memo dated 15-10-2002 was issued under old provisions of Bipartite Settlement which ceased to exist. Even though the Disciplinary Authority by an order dated 5-12-2002 stating that the old charge memo be treated as part of provisions of new settlement dated 10-4-2002 such action on the part of Disciplinary Authority will not cure the defects. Therefore, the charge sheet itself has become void ab initio as the same does not conform to the grounds of provisions of Memorandum of Settlement dated 10-4-02. The investigation officer's finding

was not given to delinquent employee at the time of enquiry proceedings which caused serious prejudice in defending the case. Therefore, it amounts to denial of fair and reasonable opportunity to defend the case. The punishment imposed cannot be sustained and must be quashed. Though it is alleged that the complaint letter said to have been given by the S. B. customer Sri V. Murugasamy, no such person was examined by the Respondent/Bank during the course of enquiry proceedings and no claim was made to the Respondent/Bank with regard to the alleged amount of Rs. 5,000. Therefore, non-examination of complainant as witness and with no loss suffered by the Respondent/Bank has resulted in the charges framed by Respondent/Bank as invalid. Further the admission letter alleged to have been given by the concerned employee was denied by the concerned employee and in such circumstances the Enquiry Officer has relied on the documents without any proof. Thus, the enquiry findings suffered from prejudice and predetermined findings of the Enquiry Officer are based on assumption and presumption and will not stand scrutiny and therefore, the punishment imposed by the Disciplinary Authority based on the findings is not valid. The most important aspect of a cheque is the signature. While the witness put forth by the Respondent/Management had deposed that the handwriting on the withdrawal slip was not that of the workman concerned or not similar to the signature of concerned workman, the Enquiry Officer has given a finding that the forgery charge framed against the Petitioner has been proved is without any substance. The Disciplinary Authority without giving personal hearing has passed an order of punishment, which is in violation of provisions of settlement. Merely on surmises, conjectures and opinions of different witnesses who are not handwriting experts, the case has been decided against the concerned workman. Hence, it is not valid. Even the Appellate Authority has not given personal hearing in terms of Clause 14 of Memorandum of Settlement dated 10-4-2002. Since the Appellate Authority is the same authority who suspended the workman in the capacity of Disciplinary Authority, there is a clear case of violation of principles of natural justice as he was assumed and usurped the power of judge in his own cause. Hence, for all these reasons, the Petitioner union prays that an award may be passed to reinstate the concerned workman with all attendant benefits including back wages.

4. As against this, the Respondent in its Counter Statement contended that Sri Sundarapandian, the concerned workman while working as peon at Tiruppur branch was placed under suspension for fraudulently withdrawing a sum of Rs. 5,000 from the S. B. account No. 1843 of Sri B. Murugasamy, a customer of the branch by forging his signature on the withdrawal slip on 2-3-2002, thereby committed an act of gross misconduct. So, charge sheet was issued to him on 15-10-2002. Since the provision of Bipartite Settlement 1966 has been superseded by the

provisions of Memorandum of Settlement dated 10-4-2002, the workman was advised by letter dated 5-12-2002 to treat the disciplinary proceedings initiated against him as under sub-clause (j) of Clause 5 of Memorandum of Settlement on disciplinary action procedure for workmen dated 10-4-2002. Since the concerned employee failed to submit his statement of defence till 19-11-2002, the Respondent/Management has ordered for domestic enquiry. During the course of enquiry, the workmen pleaded guilty and admitted the charges voluntarily and unconditionally and requested to consider his case under clause 12(e) of Memorandum of Settlement on Disciplinary Action Procedure for Workmen, but the Disciplinary Authority was not inclined to accept the voluntary admission made by workman and ordered to proceed with enquiry and the enquiry was conducted after following the procedures. After giving an opportunity to the concerned employee and after analysing the evidence both oral and documentary, the Enquiry Officer has come to the conclusion that the charge framed against the concerned employee was proved. The conclusion so arrived at by the Enquiry Officer is such that any prudent man having regard to evidence on record would come to the same conclusion and the Disciplinary Authority after careful consideration has proposed the punishment of removal from service of the bank with superannuation benefits and after considering the representation made by the concerned employee, the Disciplinary Authority in his final order dated 13-5-2003 rightly declined to grant personal hearing to the concerned workman and confirmed the proposed punishment. Even the appeal preferred by the concerned employee was rightly rejected by the Appellate Authority by his order dated 28-8-2003. Therefore, the punishment imposed on the concerned workman is commensurate with the gravity of the misconduct committed by the concerned employee. Though the Petitioner alleged that the concerned employee has sought for some of the documents, which was not provided to him, no prejudice was caused to concerned workman as all relevant documents required by workman to put forth his defence were made available to him during the enquiry. The concerned workman was afforded all fair and reasonable opportunity to put forth his defence at every stage of disciplinary proceedings and he availed all those opportunities. Hence, no prejudice is caused to workman by not considering his request for personal hearing. Further, there is no violation of any provisions of Memorandum of Settlement on disciplinary action procedure for workmen as alleged by the Petitioner. The Petitioner has raised technical issues which will not alter or absolve the proven acts of misconduct committed by concerned employee and will not vitiate the disciplinary proceedings initiated against him. The subsistence allowance was given to concerned employee as per provisions contained in para 557 of Sastry Award as amended by Settlement dated 8-9-83. Since the findings of investigation officer was not marked as exhibit and not relied upon, non-production of findings of

investigation officer does not cause any prejudice to him as alleged by the Petitioner. There was sufficient evidence both oral and documentary well ahead of standard of proof required in departmental enquiries and therefore, it is false to allege that Enquiry Officer has come to the conclusion on surmises, presumption and assumption. It is false to allege that letter dated 5-6-2002 wherein the concerned employee has admitted his misconduct was forcibly obtained through coercion. The overwhelming oral and documentary evidence and circumstantial evidence adduced during enquiry has proved the guilt of workman. Though the concerned employee alleged that with regard to lapses/irregularities committed by the other officials, it will not in any way dilute or alter the nature of charges proved against the concerned workman. The Disciplinary Authority and Appellate Authority have considered the representation made by the concerned employee and passed the order on merits. There is no violation of natural justice as contended by the Petitioner Union with regard to issue of charge sheet and also order passed by the Disciplinary Authority. The acts of misconduct proved against the concerned employee involves fraud, forgery and misappropriation which have been independently established on the basis of evidence, oral and documentary adduced during the enquiry. Apart from this, the workman has voluntarily and unconditionally admitted the charges in enquiry proceedings on 3-1-2003 by a letter addressed to Disciplinary Authority. Hence, the Respondent/Bank which is a financial institution dealing with public funds, cannot afford to keep in service an employee with proven lack of integrity. Hence, the findings and also the punishment imposed by the Enquiry Officer and Disciplinary Authority is well within their power and it cannot be questioned before this Tribunal. Hence, none of the grounds put forth by the Petitioner union merits consideration and therefore, the concerned employee is not entitled to any relief as prayed for. Hence, the Respondent prays to dismiss the claim with costs.

5. As against this, the Petitioner filed a rejoinder wherein he alleged that the concerned employee requested the Disciplinary Authority to furnish certain documents with a view to offer his detailed explanation constituting the statement of defence. However, it was denied to him. The relevancy and reliance of documents from the point of prosecution alone would not justify the action of Respondent in denying the documents requested for. It is well established legal ground that any change in disciplinary procedure ought to have been informed to concerned workman and in the absence of the same, the subsequent orders issued by Disciplinary Authority becomes null and void. The non-production of report of investigation officer definitely has caused prejudice to concerned employee. Further, the Presenting Officer took up the position that investigation report was a privileged document which was also accepted by the Enquiry Officer.

Further, it was not stated how the investigation report was considered by the Respondent/Bank as privileged document. It is the fact that the Respondent/Bank had admitted that there was no financial loss caused and the customer Mr. Murugasamy also has not made any claim to the loss of Rs. 5,000 suffered by him and the same has also been accepted by the Respondent/Bank. Therefore, the complaint letter said to have been given by the S. B. account customer Mr. Murugasamy and the alleged withdrawal by the concerned workman will not stand scrutiny. However, when no such person was examined by the Respondent/Bank during the course of enquiry proceedings, no claim was made with regard to the alleged withdrawal, then the charge will not stand before the domestic enquiry. Further, the Respondent/Bank alleged that only after the customer's complaint everything else flew out of the same. Therefore, in the absence of examination of the customer, the suspension, charge sheet and also further proceedings have become null and void. As the maker was not examined and there was no claim from the customer, the charge against the concerned workman fails. When the concerned employee alleged that the so called admission letter was made by him only through consistently putting up the issue and through intimidation and coercion by the officers, there is no truth in coming to the conclusion that it was made voluntarily. Further, when the concerned employee had denied the charges levelled against him in the opening stage, it is quite strange as to how the so called admission letter was taken into cognizance. Further, the witnesses deposed that the signature of the customer on the face of the cheque with that of the specimen card available at Tiruppur branch of the Respondent/Bank differs. It is not established how the officer has passed the instrument for payment. Hence, Enquiry findings suffered from predetermined notions of Enquiry Officer. Further, even when the concerned employee requested the Disciplinary Authority in terms of para 12(a) of Memorandum of Settlement dated 10-4-2002 to accord personal hearing, the same was denied. Hence, the punishment imposed by the Disciplinary Authority is in violation of four golden rules of departmental proceedings namely legality, procedural propriety, rationality and proportionality, which clearly resulted in serious miscarriage of justice. Hence, for all these reasons, the Petitioner union prays an award may be passed in favour of the concerned employee.

6. In such circumstances, the points for my determination are :—

- (i) "Whether the action of the management in imposing the punishment of removal from service with superannuation benefits against the concerned employee Sri S. Sundarapandian is legal and justified ?
- (ii) To what relief the concerned employee is entitled ?

Point No. 1 :

7. The case of the Petitioner is that the concerned employee Sri S. Sundarapandian, while he was serving as subordinate staff at Tiruppur branch of the Respondent/Bank, he was imposed with the punishment of removal from service of the bank with superannuation benefits for an alleged misconduct in the domestic enquiry conducted by the Respondent/Bank and the Petitioner further alleged that the findings of the Enquiry Officer is perverse and his findings are based on surmises, conjectures and also opinions alleged to have been given by the witnesses and therefore, the findings are illegal and neither the Disciplinary Authority nor the Appellate Authority have applied their mind before imposing the major punishment and therefore, it is vitiated.

8. As against this the Respondent contended that the concerned employee Sri S. Sundarapandian while he was working as Peon at Tiruppur branch of the Respondent/Bank one Sri V. Murugaswamy a customer of Tiruppur branch maintaining S. B. Account No. 1843 came to the branch and has given a complaint that Rs. 5,000 has been withdrawn from his account without his knowledge and authority and he made a written complaint to the Branch Manager and on verification of records it was revealed that the concerned employee has withdrawn sum of Rs. 5,000 from the S. B. Account No. 1843 on 2-3-2002 by filling up loose cheque leaf and forging the signature of the account holder. For this, the concerned employee was suspended and subsequently, the charge sheet was issued and in domestic enquiry, the Enquiry Officer has held that forgery charge framed against the concerned employee was proved and considering the facts the Disciplinary Authority imposed the punishment of removal from service of the bank with superannuation benefits and it was also upheld by the Appellate Authority.

9. The Petitioner has attacked the findings of the Enquiry Officer on several grounds. It was contended on behalf of the Petitioner that the change of placement of Disciplinary Authority was neither informed nor communicated to him by the Respondent/Bank. But, on behalf of the Respondent, it is contended that as per the Memorandum of Settlement dated 10-4-2002, wherein it is specifically mentioned that the authority shall be nominated by designation and the Chairman and Managing Director of the Respondent/Bank nominated by Deputy General Manager, Personnel Department as the Disciplinary Authority for initiating disciplinary action in respect of the award staff and officers upto MMG Scale III and issued special circular No. 8/2001 and therefore, there is no merit in the contention of the Petitioner that change of Disciplinary Authority was not informed. I find much force in the contention of the representative for the Respondent. Then on behalf of the Petitioner it is alleged that the charge memo issued to the workman is not in conformity with the terms and provisions as contained in Memorandum of

Settlement dated 10-4-2002. Further, it is alleged that the charge memo issued under sub-clause (j) of Clause 19.5 of Chapter XIX of Bipartite Settlement, 1966, but it was superseded by Memorandum of Settlement dated 10-4-2002 and therefore, it is not in conformity with the terms and conditions contained in the said memo. But, here again, on behalf of the Respondent it is contended that no doubt, the Bipartite Settlement, 1966 was superseded by Memorandum of Settlement dated 10-4-2002, but by a letter dated 5-12-2002 the Disciplinary Authority has informed the concerned employee that an amendment was carried out in the original charge sheet and it should be read as disciplinary proceedings initiated against him under sub-clause (j) of Clause 19.5 of Chapter XIX of Bipartite Settlement, 1966 has to be treated as disciplinary proceeding initiated against him under sub-clause (j) of Clause 5 of Memorandum of Settlement on disciplinary action procedure on workman dated 10-4-2002. Therefore, the amendment made was communicated to the Petitioner almost one month prior to the enquiry and no prejudice has been caused to the Petitioner and therefore by this argument, it cannot be said that the charge memo sent to workman is not in conformity with the terms and provisions as contained in Memorandum of Settlement dated 10-4-2002. Here again, I find much force in the contention of the representative for the Respondent.

10. The next contention of the Petitioner union is that payment of subsistence allowance is not in accordance with the provisions contained in Memorandum of Settlement dated 10-4-2002. But on behalf of the Respondent, it is contended that this contention was not raised before the conciliation proceedings. Anyhow, the Memorandum of Settlement dated 10-4-2002 does not contain anything about payment of subsistence allowance. Further, the Court has not dealt with deduction of loan instalments made from subsistence allowance. Anyhow, the Petitioner has not produced any document to show that the subsistence allowance given to him was not in accordance with provisions contained in Memorandum of Settlement and therefore, there is no substance in the contention of the Petitioner. Here again, I find some force in this contention because it was not argued how the subsistence allowance given by the Respondent/Bank was not in accordance with the provisions contained in Memorandum of Settlement dated 10-4-2002. Therefore, I find there is no point in the contention of the Petitioner.

11. Again, on behalf of the Petitioner, it is contended that in this case, it is alleged that preliminary enquiry was conducted and only after that the Petitioner was suspended and subsequent disciplinary proceedings were taken against him. But, copy of investigation report was not given to the concerned employee which has caused prejudice in defending the case. It is further contended that no doubt, it is contended on behalf of the Respondent that investigation report was not relied upon by the Respondent

to frame the charge against the concerned employee and in the enquiry also it is not the evidence of any one of the witnesses that only on the basis of investigation report, they have come to the conclusion that misconduct was committed by the concerned employee. But, it is clearly established before this Tribunal that only on the investigation report, the Respondent/Management has suspended the workman from service and served charge sheet, but they have not produced the same during the enquiry and the Presenting Officer has stated that this report was a privileged document and need not be asked to produce the same before enquiry and this contention of the Presenting Officer was accepted by the Enquiry Officer. But, on the other hand, it was not stated how this investigation report was treated as privileged document by the Respondent/Bank. The Enquiry Officer has also not given any reason for the non-production of this document. Hence, the denial of access to the investigation report amounts to deliberate denial of reasonable opportunity.

12. Though the Respondent/Bank contended that this document is not relevant for the purpose of domestic enquiry, it is not for the Respondent/Bank to rely upon particular documents to be supplied to workman or not. Relevancy of particular document requested for cannot be determined from the angle of prosecution but from the angle of defence. In this case, though the concerned employee has given a representation that this investigation report is to be given to him, it was not given and they have refused to give this document on the ground that it was a privileged document. Therefore, no reasonable opportunity was given to the concerned employee. It is further contended that reasonable opportunity would mean that when the concerned workman requested for documents that are relevant and available in the possession and custody of the employer, such documents have to be necessarily supplied to workman. In this case, investigation was conducted into whole episode and based on which only the concerned workman was suspended and proceeded further, hence the denial of report of investigation amounts to denial of reasonable opportunity to defend the case.

13. But, as against this, it is contended on behalf of the Respondent that charge sheet dated 15-11-2002 issued to the Petitioner was based on the information provided by the Branch Manager and not based on investigation report. No doubt, the concerned employee in his reply dated 15-11-2002 has made a request to provide him certain documents including investigation report. Some of the documents were not provided since the defence that can be taken by the Petitioner is only a denial for which documents will not be required. Further, he has not given any reason or relevancy of documents required by him. Under such circumstances, the concerned employee cannot dispute the domestic enquiry on this ground. But, I find there is no point in the contention of the representative for the Respondent because, the relevancy of the document

cannot be looked into at the time of giving a copy of the document. In this case, though the Respondent considered that this investigation report is not relevant for the purpose of conducting domestic enquiry, since the whole episode has arisen only out of investigation report, I find there is some substance in the contention of the Petitioner.

14. The next contention of the Petitioner is that the Respondent/Management has failed to prove the charges beyond reasonable doubt and the Enquiry Officer has given a perverse finding and based his findings only on the opinion given by the witnesses and his findings were based on surmises, conjectures and opinions and therefore, his finding is perverse. For this, it is contended on behalf of the Petitioner that only on 31-1-2003 the Enquiry Officer asked the concerned workman whether he pleads guilty of the charges for which the concerned employee answered in negative. Though the management has produced documents including complaint given by Mr. Murugasamy, the said complaint was taken behind the back of concerned employee. When the management relied on this document, they have to examine the maker of the document namely Mr. Murugaswamy. Unless, the said complainant Mr. Murugaswamy is not examined, the statement given by him behind the back of Petitioner cannot be relied upon and this was well established by ruling in 1999 II LLN 74 *Kuldip Singh Vs. Commissioner of Police* 1999 2 LLN 74 and therefore, the complaint by the said customer Sri Murugasamy loses its validity, as the said person even though named as one of the witnesses was not produced as witness in the enquiry. Further, it is contended that no doubt this complaint was produced before the Tribunal and the Manager, who was examined as a third witness in the domestic enquiry has stated that it was given to him by the said customer Mr. Murugasamy and since the said customer has accused the Petitioner has allegedly forged the loose cheque and withdrawn Rs. 5,000 without examining him to prove how he has come to this conclusion, it cannot be relied upon by the Enquiry Officer nor relevance can be placed over this document. Further, it is contended that it is established before the domestic enquiry that till this date the alleged customer has not made any claim with regard to this amount with the Respondent/Bank and therefore, on the one hand, the customer/complainant was not examined in enquiry proceedings, even though he was named as one of the witnesses and on the other hand, the customer has not made any claim from the Respondent/Bank for the alleged withdrawal of the amount, thus, it gives a clear indication that the entire case was foisted on the workman on false grounds and therefore, this Tribunal can interfere with at this stage and can hold that findings of the Enquiry Officer is perverse.

15. But, as against this, the Respondent contended that the charge is based on the pending letter given by Mr. Murugasamy, customer of the Respondent/Bank and based on the information provided by Branch Manager,

Mr. Murugaswamy was cited as witness by the Respondent/management and the bank has taken all steps to examine him, however, he was not turned up for enquiry for the reasons best known to him. Further, the non-examination of this complainant should not be a ground for setting aside the domestic enquiry. Even the Supreme Court in a case reported in 1977 2 LLN 50 *State of Haryana Vs. Rattan Singh* and in 1974 1 LLJ 282 *East Indian Hotel Vs. Its workmen and others*, wherein it is held that "it is not necessary that the complainant should have been given evidence and his absence may be due to the fact that it was for the employer to take action on his complaint to protect their prestige and reputation which was mainly their affair." Therefore, non-examination of Mr. Murugaswamy would in no way affect the punishment imposed on the Petitioner for a major misconduct. Though, I find some force in the contention of the representative for the Respondent, in this case, the said Mr. Murugaswamy, customer of the Respondent/Bank has not only given complaint but in the complaint he has accused the concerned employee namely Sri S. Sundarapandian has forged his signature and withdrawn a sum of Rs. 5,000 from his account. Therefore, the said complainant should be examined to say how he has come to the conclusion that the concerned employee has forged his signature. In this case, there is no direct evidence to show that the concerned employee has forged the signature in the loose cheque. No doubt, MW3 [in domestic enquiry] has stated that he was familiar with the handwriting of staff in the branch, no doubt, he has stated that the from the stroke of handwriting he can identify the signature of person, and only because of his evidence, it cannot be said that it is proved that the concerned employee has forged the signature of the customer in loose cheque of Mr. Murugaswamy. Under such circumstances, I find the non-examination of Mr. Murugaswamy is a plus point on the side of the Petitioner. No doubt, the representative for the Respondent contended that standard of proof required in a domestic enquiry is mere preponderance of probability and not proof beyond any reasonable doubt and the Respondent has produced witnesses to show that it is only the concerned employee who has made his handwriting in loose cheque and under such circumstances, the Respondent has established the charge framed against the concerned employee. But, I find, as I have already stated that since the customer Mr. Murugaswamy has specifically charged that concerned employee has forged his signature, it should be established as to how he has come to the conclusion, otherwise, as contended on behalf of the Petitioner that it is only on the instigation of the officials of Tiruppur branch of the Respondent/Bank, the said complaint was made by the customer namely Mr. Murugaswamy is to be accepted. Therefore, I find much force in the contention of the Petitioner.

16. Then again, on behalf of the Petitioner, it is contended that even at the time of enquiry, the alleged

admission letter dated 5-6-2002 was given by the concerned employee under coercion and intimidation. Under such circumstances, it is the Respondent/Management should establish before the domestic enquiry that the letter alleged to have been executed by the concerned employee on 5-6-2002 was obtained voluntarily and the Petitioner has admitted the guilt voluntarily. But, on the other hand, no steps have been taken to establish that the letter dated 5-6-2002 was given by the concerned employee voluntarily. No doubt, MW3 [in domestic enquiry] has stated that this letter was given voluntarily by the concerned employee, but it was not established by the Respondent/Management that it was given voluntarily. On the other hand, even in the objection, the concerned employee has stated that this letter was given by him only on the ground that the Manager has promised to settle the issues within the branch itself and therefore, he is denying the charge framed against him. Under such circumstances, the Enquiry Officer based on this letter has come to the conclusion that admission was made by the concerned employee as a voluntary one, which is without any substance. It is further contended that perverseness of Enquiry Officer will clearly establish from his report when he has not only relied on this alleged admission letter, which was marked in the enquiry, but also relied on the letter said to have been executed by the Petitioner before the enquiry, which was addressed to the Disciplinary Authority, which was marked before the enquiry. It is further argued that the Enquiry Officer who was examined as MW1 before this Tribunal has stated that letter dated 3-1-2003 which was alleged to have been addressed to Disciplinary Authority was not marked as exhibit in the proceedings conducted on 31-1-2003 and therefore, the Enquiry Officer who has relied on the alleged letter dated 3-1-2003 which are extraneous to the domestic enquiry, enquiry proceedings and not connected to the enquiry, which establishes that the findings of the Enquiry Officer is perverse.

17. As against this, on behalf of the Respondent it is contended that no doubt the concerned employee has given a representation dated 13-12-2003 before the conciliation officer that the Branch Manager used his official position and coerced the concerned employee in obtaining written statement dated 5-6-2002, no suggestive question was put to him during cross examination and hence, the contention of the concerned employee that it was obtained by coercion and influence is only an afterthought and it should be discarded. During the enquiry held on 31-1-2003 the concerned employee namely Sri Sundarapandian pleaded guilty of charges contained in the charge sheet dated 15-10-2002 and also submitted letter addressed to Disciplinary Authority admitting the charges under clause 12(3) of Memorandum of Settlement dated 10-4-2002. But, the Disciplinary Authority has not accepted his admission and only because of that the enquiry was conducted. No doubt, the Enquiry Officer has mentioned this admission

letter dated 31-1-2003, but the Enquiry Officer has not only relied on this admission but also the admission made by him on 3-1-2003 and therefore, it cannot be said that the findings of the Enquiry Officer is perverse. Though, I find some force in the contention of the Respondent, since the Enquiry Officer has based his findings on the letter dated 3-1-2003 which was not marked in the enquiry, nor produced before the enquiry, I find the findings of the Enquiry Officer is predetermined finding and he has not independently considered the matter in question.

18. Then again, it was argued on behalf of the Petitioner that no doubt, the management has examined three witnesses in the domestic enquiry and the first witness has not given any evidence with regard to the allegation except that he has worked as a token clerk during that period and he has not given the token No. 12 on that day. The second witness who was the officer in-charge on that day, who had approved the cheque given at the first instance, that he has passed the cheque after verifying the signature in the record subsequently, turned back and said that he has not verified the cheque, clearly establishes that he has given a false evidence before domestic enquiry. Under such circumstances, the Enquiry Officer has to reject the evidence given by the officer in-charge, on the other hand, he has taken the evidence given by this witness at the second time that he has not verified the signature found in loose cheque with the specimen signature card on the records of the bank due to pressure of work on that day and had come to the conclusion that charge framed against the concerned employee has been proved. Thus, it clearly establishes the one sided approach of the Enquiry Officer. It is also contended on behalf of the Petitioner that in this case, no doubt, witnesses have stated that handwriting in the alleged loose cheque resembles the handwriting of concerned employee, but no witness has stated that the signature in loose cheque was forged and they did not speak anything about the signature on the alleged instrument which was used to withdraw the alleged sum of Rs. 5,000. Thus, only on the evidence given by the so called officials of the Respondent/Bank and only on the complaint which was not established in the domestic enquiry, the Enquiry Officer has come to the conclusion that charge framed against the concerned employee was proved. Therefore, all these circumstances clearly establish that the Enquiry Officer relied on the extraneous matters to hold that the concerned employee was guilty of charges and therefore, the findings of the Enquiry Officer is one sided and perverse.

19. On the other hand, on behalf of the Respondent, it is contended that preliminary investigation was done by the Branch Manager and by the Assistant Manager, in which it was revealed that the said misconduct was committed by Mr. Sundarapandian and thereafter the complainant namely Mr. Murugaswamy has given a letter stating that Sri Sundarapandian has withdrawn the amount

from the said S. B. Account. No doubt, during the cross-examination the Assistant Manager has deposed that preliminary investigation was done after making the oral complaint but before making the written complaint and she has stated that the customer Mr. Murugaswamy informed that Sri Sundarapandian has withdrawn the amount. She further deposed that the style of handwriting and flow of handwriting in the cheque used for withdrawal of the amount revealed that it was only the concerned employee who has withdrawn the amount. In these circumstances, relying on the evidence of Assistant Manager, the Enquiry Officer has held that it is only the concerned employee who has forged the signature in the loose cheque and withdrawn the amount. It is further contended on behalf of the Respondent that Branch Manager has identified the records which are corroborated with the evidence of Assistant Manager and he has further stated that admission letter was given by the Petitioner voluntarily and it is also his evidence that he can identify the signature, initial and handwriting of all staff members working in the branch and the handwriting contained in the loose cheque is that of the concerned employee. It is the further evidence that after going through the documents and ascertaining the similarity in the handwriting, he has come to the conclusion that the amount was withdrawn by the concerned employee. This evidence given by the Manager has not been contradicted or disproved by the concerned employee. Under such circumstances, the findings of the Enquiry Officer is proper and he has come to the right conclusion that the charge framed against the concerned employee has been proved.

20. But, though I find some force in the contention of the representative for the Respondent, since the Enquiry Officer has come to the conclusion basing on the document which was not marked and also basing on the evidence, which cannot be relied upon in the domestic enquiry, I find the contention of the Petitioner that the findings given by the Enquiry Officer is perverse is well founded.

21. Then again, it is argued on behalf of the Petitioner that for the 2nd show cause notice the concerned employee has requested for personal hearing in terms of para 12(a) of Memorandum of Settlement dated 10-4-2002. Further, the Disciplinary Authority without giving any credence to any of the contentions of the concerned employee and without giving any opportunity for a personal hearing has come to the conclusion that the proposed punishment is to be awarded to the concerned employee. No doubt, he has mentioned reason for his refusal to grant personal hearing. But, on the other hand, in a case like this, in the rulings reported in 1985 1 LLJ 297 the Karnataka High Court has held that "*hearing cannot be condensed or limited to mere opportunity to file objections or representations and when the rules governing the conducting of enquiry specifically provide that a hearing shall be given to the delinquent employee, he ought to be given a fair hearing and failure*

to give such a hearing would vitiate the order of penalty." In this case, the Disciplinary Authority has not accorded personal hearing to the concerned employee even though it was mandatory and despite the specific request of the concerned employee and therefore, the punishment imposed on the concerned workman is not sustainable. It is further argued that even the Appellate Authority has also not given personal hearing as against the mandatory provisions.

22. But, as against this, on behalf of the Respondent it is contended that provision contain in clause 12(a) reads as—"he shall be given a hearing as regards the nature of the proposed punishment in case any charge is established against him." and if the contention of the concerned employee is accepted, then the Disciplinary Authority has to give hearing in all the disciplinary cases, which is not the intention of the parties to the settlement. Further, the judgement relied on by the Petitioner is reported in 1985 1 LLJ 297 is relating to a Branch Manager and it is not relevant for this case. The other case relied on by the Petitioner is not relevant for the purpose of this case. Further, the Disciplinary Authority has clearly stated in his order that for what reason, he has not given personal hearing to the concerned employee. Under such circumstances, on refusal to grant personal hearing, it cannot be said that the order passed by the Disciplinary Authority is vitiated. But, here again, I find there is no point in the contention of the representative for the Respondent because when once he concerned employee has requested for personal hearing, it should be given to him. On the other hand, since the Disciplinary Authority has approached the case with prejudicial mind, he has refused to give such personal hearing to the concerned employee. Therefore, on this score also, I find the punishment imposed on the concerned workman is not sustainable.

23. The next contention of the Petitioner is that Appellate Authority is the same authority who placed the concerned employee under suspension, therefore, there is violation of principles of natural justice. But, I find there is no point in the contention of the Petitioner because merely because a person who is responsible to take disciplinary action has suspended the concerned employee, it cannot be said that after a long lapse of time when he has been promoted and when he was acting as Appellate Authority he should not hear the appeal filed by the concerned employee. Therefore, I am not accepting this contention of the Petitioner.

24. Lastly, for the representative for the Respondent contended that even in 2005 1 LLJ 188 the Supreme Court while considering whether the punishment imposed by the Disciplinary Authority is just and proper, the Supreme Court relying on its earlier decision, held that "an employee of the bank is required to exercise high standards of honesty and integrity who deals with public money and therefore,

he is required to take all possible steps to protect the interest of the bank and to discharge his duties with utmost integrity, honesty, devotion and diligence and to do nothing, which is unbecoming of the bank employee" and it cannot be said that there was no loss or profit resulted in the case when the concerned employee acted without any authority and contrary to rules. Similarly in this case, the concerned employee has with an intention to withdraw the money from the customer's account has forged the signature of the customer and thereby he has committed a grave offence and in such circumstances, it cannot be said that the charge framed against the concerned employee has not been proved and his prayer for reinstatement should not be allowed.

25. Here again, I find there is no substance in the contention of the representative for the Respondent because the punishment imposed on the concerned employee was without any evidence and without any documentary proof, therefore, I find the findings given by the Enquiry Officer is perverse and the punishment imposed by the Disciplinary Authority is not sustainable and therefore, I find this point against the Respondent/Management.

Point No. 2 :

The next point to be considered in this case is to what relief the Petitioner is entitled ?

26. In view of my foregoing findings that the punishment imposed by the Respondent/Bank is not legal and justified, I find the concerned employee is entitled to the relief of reinstatement in service. With regard to the back wages, I find on behalf of the concerned employee there is no evidence to say that he was not in employment during that period. Under such circumstances, I find half of the back wages will be a justifiable one in the facts and circumstances of the case shown before this Tribunal. Therefore, I direct the Respondent/Bank to reinstate the concerned employee into service forthwith with all other attendant benefits.

27. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 19th January, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Claimant : None

For the Respondent/
Management : WW1 Sri V.M.
Shettigar

Documents Marked :**For the I Party/Petitioner :**

Ex. No.	Date	Description
W1	12-07-02	Xerox copy of the letter from Vigilance Officer to concerned employee.
W2	12-07-02	Xerox copy of the reply given by concerned employee.
W3	17-07-02	Xerox copy of the letter from concerned employee to Vigilance Officer.
W4	09-08-02	Xerox copy of the suspension order issued to concerned employee.
W5	15-10-02	Xerox copy of the charge sheet issued to concerned employee.
W6	27-10-02	Xerox copy of the letter from concerned employee seeking time to file reply to charge sheet.
W7	15-11-02	Xerox copy of the letter from concerned employee. To Disciplinary Authority asking for documents.
W8	Nil	Xerox copy of the enquiry proceedings.
W9	03-02-03	Xerox copy of the submission of Presenting Officer.
W10	09-02-03	Xerox copy of the submission of Defence Representative.
W11	06-03-03	Xerox copy of the letter from Disciplinary Authority enclosing enquiry report to the Petitioner.
W12	04-03-03	Xerox copy of the enquiry findings.
W13	24-03-03	Xerox copy of the representation to Disciplinary Authority on enquiry findings.
W14	21-04-03	Xerox copy of the 2nd show cause notice.
W15	29-04-03	Xerox copy of the reply of concerned employee to 2nd show cause notice.
W16	13-05-03	Xerox copy of the order of Disciplinary Authority.
W17	18-06-03	Xerox copy of the appeal preferred by concerned employee.
W18	28-08-03	Xerox copy of the order of Appellate Authority.
W19	10-04-02	Xerox copy of the memorandum of settlement.

For the II Party/Management :

Ex. No.	Date	Description
M1	15-11-02	Xerox copy of the reply to charge sheet given by concerned employee.
M2	19-11-02	Xerox copy of the order appointing Presenting Officer to enquiry.
M3	19-11-02	Xerox copy of the order appointing Enquiry Officer.
M4	15-12-02	Xerox copy of the letter of Disciplinary Authority to concerned employee.
M5	18-12-02	Xerox copy of the order appointing Enquiry Officer.
M6	19-12-02	Xerox copy of the notice of enquiry.
M7	07-01-03	Xerox copy of the enquiry notice.
M8	Nil	Xerox copy of the exhibits produced on behalf of Respondent/Management during enquiry.
M9	03-02-03	Xerox copy of the written brief of Presenting Officer.
M10	09-02-03	Xerox copy of the written brief of defence representative.
M11	17-03-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.
M12	19-03-03	Xerox copy of the letter from Disciplinary Authority to concerned employee.
M13	10-04-02	Xerox copy of the memorandum of settlement.
M14	16-05-01	Xerox copy of the special circular issued by Chairman of Respondent/Bank.
M15	03-01-03	Xerox copy of the enquiry proceedings.
M16	03-01-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.

नई दिल्ली, 28 अप्रैल, 2006

का. आ. 2073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 41/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-4-2006 को प्राप्त हुआ था।

[सं. एल-12011/176/2004-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 28th April, 2006

S.O. 2073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the management of Vijaya Bank and their workmen which was received by the Central Government on 27-04-2006

[No. L-12011/176/2004-IR (B-II)]
G. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 21st February, 2006

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 41/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Vijaya Bank and their workmen]

BETWEEN:

The Deputy General Secretary, : I Party/Claimant
Vijaya Bank Workers' Organisation

AND

The Assistant General Manager, : II Party/Management
Vijaya Bank, RO, Chennai

APPEARANCE:

For the Claimant : S/Sri R. Vijayakumar &
S. D. Srinivasan,
Authorised
Representative

For the Management : Sri R. Srinivas,,
Authorised
Representative

AWARD

The Central Government, Ministry of Labour vide order No. L-12011/176/2004-IR (B-II) dated 21-04-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the action of the management of Vijaya Bank in imposing the punishment of stoppage of two increments permanently on Sri V. Paneerselvam, Clerk, Tondiarpet Branch is legal and justified? If not, to what relief the workman is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 41/2005 and notices were issued to both the parties and both the parties entered appearance through their authorised representatives and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner union espouses the cause of Sri V. Paneerselvam, clerk working in Tondiarpet branch of the Respondent/Bank. The concerned employee is also a Branch Secretary of the Petitioner union at Tondiarpet branch. While so, the chargesheet bearing No. PER : IRD : CHN : CS : 169 : 2003 dated 30-5-2003 framing three charges. But, the charges framed against the concerned employee were contrary to the facts but based on unfounded allegations due to the vexatious mind of the Branch Manager of the Tondiarpet branch. The authority that issued the impugned chargesheet and commenced disciplinary action by ordering domestic enquiry has not been duly authorised to take such action as the principal officer of the Respondent/Bank did not appoint the said authority as Disciplinary Authority and hence, the disciplinary action against the concerned employee is without any jurisdiction. Subsequent to that the Chairman by a special Circular dated 30-06-2003 appointed the Deputy General Manager (Per) as Disciplinary Authority and gave an appointment with retrospective effect, it will not cure the serious nature of defect in initiation of disciplinary action against the concerned employee. During the enquiry, the documents requested for by the concerned employee to defend the case were denied. The Enquiry Officer has acted in a prejudicial manner and particularly he allowed himself to be influenced by the instruction, clarification and administrative consideration and directions of his superiors. After the Enquiry Officer's report, the Disciplinary Authority without giving any reasons, through his order proposed the punishment of stoppage of two increments permanently, even though it was not one of enumerated punishments to be imposed for a gross misconduct. Further, the Disciplinary Authority went ahead to impose the punishment by way of final order dated 31-10-2003 by deliberately denying the opportunity of personal hearing to the concerned employee in utter disregard and in violation of principles of natural justice and also in violation of provisions of Bipartite Settlement. The Appellate Authority also without applying his mind as to the true facts and circumstances of the case, rejected the appeal. Thus, the Respondent/Bank pre-determined the whole issue against the concerned employee and decided to impose the punishment on the concerned employee irrespective of the outcome of enquiry proceedings. In this case, even though preliminary investigation was conducted and concerned employee had sought for documents, neither the findings of investigation report nor investigation official was produced in the enquiry for cross-examination

by the defence. Therefore, the order of punishment and stoppage of two increments permanently on the concerned employee is illegal, unjustified. The Respondent/Bank has failed to follow the principles of natural justice, the rules and procedure as laid down under Memorandum of Settlement dated 10-04-2002. Further, no reasonable opportunity was provided to the concerned employee and defence representative in rebutting the unfounded allegations framed against him. By denying personal hearing to delinquent employee, the Disciplinary Authority and Appellate Authority had committed serious breach of para 12(a) of Memorandum of Settlement dated 10-04-2002 on disciplinary matters. The final order of the Disciplinary Authority is not in conformity with the provisions of Clause (f) of Para 6 of Memorandum of Settlement. When the dispute was pending before conciliation office, the Respondent/Management went ahead in imposing the punishment. Further, without seeing the past records of the concerned employee, the Respondent/Bank has imposed the punishment which is against the provisions of Bipartite Settlement. Hence, the Petitioner Union prays to set aside the illegal and unlawful punishment imposed on the concerned employee and direct the Respondent/Bank to restore increments with retrospective effect with all other attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that Sri V. Paneerselvam, the concerned employee joined the services of Respondent/Bank as sub-staff on 21-11-75 and subsequently, promoted as Clerk on 30-12-89 and from 5-6-99 he was working as Clerk at Tondiarpet branch of Respondent/Bank. While so, the concerned employee came late to the branch on 23-4-03 at 10.10 AM and without informing the Branch Manager or Assistant Branch Manager occupied his seat and started working in computer terminal. On noticing the same, the Branch Manager came out of the cabin and instructed the concerned employee to sign movement register for having come late to the branch for which the concerned employee refused to sign the movement register as instructed by the Branch Manager and started shouting at him in a loud voice in the presence of staff members and customers using abusive language. Further, he signed the movement register by noting the time as 10.05 A.M. instead of 10.10 A.M. and therefore, charge sheet was issued to him. Since he denied the charges levelled against him, domestic enquiry was ordered and the Enquiry Officer was appointed and on completion of the enquiry, the Enquiry Officer submitted his report dated 30-08-2003, wherein he has held all the three charges as proved. The Disciplinary Authority after careful consideration of the records pertaining to this matter, the evidence on records and gravity of acts of misconduct committed by the concerned employee proposed to impose the punishment of stoppage of two increments permanently. After going through the submissions made by the concerned employee, he confirmed the proposed punishment by an order dated

31-10-2003. Aggrieved by the said order, the concerned employee preferred an appeal and the Appellate Authority after carefully consideration dismissed the appeal by an order dated 31-12-2003. The enquiry was conducted in accordance with principles of natural justice and in compliance with the provisions of Bipartite Settlement applicable to concerned employee and the concerned employee was provided with fair and reasonable opportunity to present his case and to put forth his defence and the workman has availed all these opportunities. The conclusion arrived at by the Enquiry Officer are that any prudent person under similar facts and circumstances of the case and evidence would have arrived at the same conclusion. The punishment imposed on the workman also commensurate with the gravity of the acts of misconduct proved against him. Since the above acts constitute gross misconduct, as per provisions of Memorandum of Settlement, the allegation that all of a sudden charge sheet was issued to him in disregard to the provisions of Bipartite Settlement is incorrect and denied. The allegation that authorities who issued charge sheet and commenced disciplinary action has not been duly authorised to do so is untenable and denied. However, the technical issues will not absolve or dilute the proven acts of misconduct committed by the concerned employee. It is false to allege that the documents required by the concerned employee were denied and he was not allowed to cross-examine the management witnesses. It is again false to allege that the findings are one sided and perverse. The punishment imposed in this case is in accordance with provisions of Memorandum of Settlement dated 10-04-2002. In the enquiry, sufficient opportunity was provided to the concerned employee to have his say on the proposed punishment. As such, the Disciplinary Authority declined the request of concerned employee for personal hearing. However, no prejudice was caused to concerned employee and there is no violation of principles of natural justice or provisions of Memorandum of Settlement dated 10-04-2002. The allegation that Appellate Authority has not applied his mind is false. The punishment imposed on the concerned workman is proper and in order. There was sufficient documentary and oral evidence adduced during the enquiry which proves that concerned workman came late on 23-4-2003 and refused to sign the movement register as instructed by the Branch Manager and shouted at the Branch Manager using abusive language in front of staff and customers of the branch. Since the list of witnesses was not produced by defence representative till the close of management evidence and since no proper identification was available to identify the witnesses produced by the concerned employee, it was refused by the Enquiry Officer. The order passed by the Disciplinary Authority is a speaking order and is in conformity with the provisions of Memorandum of Settlement and hence, no prejudice was caused to concerned employee by denial of personal hearing. Since the punishment is in conformity with the

provisions of settlement, there is no infirmity with the punishment imposed by Disciplinary Authority. By such acts, the concerned employee has defied even the elementary decency and decorum expected from an employee of a public service institution like the bank. The nature of misconduct committed by the concerned employee is therefore, grave in nature and deserves stringent punishment and therefore, the punishment imposed on him is commensurate with the gravity of misconduct committed by the concerned employee and is in accordance with the provisions of settlement. Only after considering his past record, the Disciplinary Authority has imposed lesser punishment against the imposition of more deterrent punishment. Therefore, there is no infirmity or procedural lacunae in the disciplinary proceedings initiated against him. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. Again, the Petitioner in its rejoinder alleged that neither the copy of preliminary investigation report nor copies of statements of witnesses recorded during the preliminary enquiry have been made available to him despite his request. The Respondent/Bank did not thoroughly follow the disciplinary intervention procedure as laid down by the Respondent/Bank Chairman's special circular No 2/2002 dated 1-10-2002. The Disciplinary Authority deliberately denied the opportunity of personal hearing to the delinquent workman in utter disregard to the principles of natural justice and in violation of principles of natural justice and in violation of provisions of Bipartite Settlement dated 10-04-2002. The Appellate Authority failed to dispose of the appeal before the mandatory period of sixty days as provided under the provisions of Memorandum of Settlement. It is admitted that only after the in-depth investigation, the charge sheet was served on the workman. However, the copy of said investigation report was not given to the Petitioner. It was not necessary for prosecution to rely upon a particular document, in order for defence/concerned workman to seek for it, which they cannot deny. Therefore, it caused serious prejudice to the concerned workman. Clause 12(a) of Memorandum of Settlement clearly envisages that hearing should be accorded by the Disciplinary Authority before the imposition of punishment. But, despite the mandatory provisions and the request made by the concerned workman, no personal hearing was granted. Hence, the Petitioner union prays for an award in their favour.

6. In these circumstances, the points for my consideration are—

- (i) "Whether the action of the Respondent/Management in imposing the punishment of stoppage of two increments permanently against the concerned employee Sri V. Paneerselvam is legal and justified?"
- (ii) "To what relief the concerned employee is entitled?"

Point No. 1

7. The charge framed against the concerned employee namely Sri V. Paneerselvam in this case is that while he was working as Clerk in Tondiarpet branch of Respondent/Bank on 23-4-2003, he came late to the branch and without informing the Branch Manager/Assistant Branch Manager, he occupied the seat and started operating the computer and on noticing the same, the Branch Manager, Tondiarpet branch advised him to sign in movement register for which the concerned employee refused to do so and shouted at the Branch Manager and abused him in Tamil in the presence of staff as well as customers for which three charges have been framed against the concerned employee and an Enquiry Officer was appointed and enquiry report was submitted by the Enquiry Officer and on considering the entire facts, the Disciplinary Authority imposed the punishment of stoppage of two increments permanently.

8. The petitioner union who espouses the cause of the concerned employee has attacked this finding and also the punishment imposed on him on several grounds. The first ground alleged by the Petitioner union is that though the preliminary investigation was done in this case, neither the copy of investigation report nor statement of witnesses have been produced in the enquiry, despite repeated plea and request made by the workmen and his defence representative. Therefore, it caused serious prejudice to the defence by denial of reasonable opportunity and resulting in utter violation of principles of natural justice.

9. The representative for the Petitioner contended that though in the Counter Statement filed before this Tribunal, they have admitted based on the preliminary investigation report, the decision was taken to initiate disciplinary action against the concerned employee, they have not given copy of the investigation report to the concerned employee, even in spite of the request made by the concerned employee to give a copy to him. The Respondent alleged that investigation report was not relied upon during the enquiry and therefore, the question of producing the same or examining the investigation officer does not arise and therefore, they have not provided any copy of investigation report before the enquiry. But, on the other hand, the representative for the Petitioner contended that even though they have not relied on this investigation report in the enquiry, it is clearly admitted that for framing the charge, they have relied only on the investigation report submitted by the investigation officer and under such circumstances, they must have produced the same or they must have issued the copy of the same to the Petitioner and he relied on the rulings reported in *State of Uttar Pradesh Vs. Shatrugan Lal* and *Another* 1998 II LLJ 799, wherein the Supreme Court has held that "in the course of preliminary enquiry a number of witnesses were examined against the Respondent in his absence and

copies of statements of those witnesses though asked for by the Respondent were not supplied to him. The Tribunal (against whose order the said W.P. filed by the appellant State was filed) was therefore, held to be justified in concluding that principles of natural justice were violated and the Respondent was not afforded an effective opportunity of hearing." In this case, the preliminary investigation was conducted on the back of delinquent workman and nowhere prima facie case has been made out against the concerned employee for the alleged misconduct. The chargesheet against the concerned employee was framed only on the basis of this investigation report. Under such circumstances, the delinquent employee ought to have been supplied with copies of investigation report along with statement of witnesses recorded the investigation, who were later on examined in the departmental enquiry and a reasonable opportunity was not given to the concerned employee by denying the documents.

10. As against this, the representative for the Respondent contended that though the charge was framed against the concerned employee on the basis of investigation report, since the Respondent/Management has not relied on investigation report during the enquiry, copy of which is not served on the concerned employee nor the investigation officer was examined in the enquiry.

11. Though the learned representative for the Respondent has argued like this, as the Supreme Court has pointed out, since in the preliminary investigation, the witnesses were examined against the concerned employee in his absence, copies of statement of those witnesses must have been given to the concerned employee for taking his defence and by refusing the same, the principles of natural justice have been violated and therefore, I find the concerned employee was not afforded with effective opportunity of hearing.

12. The next ground of attack by the representative for the Petitioner is that as per the Memorandum of Settlement dated 10-4-2002 para 14 provides for appointment of concerned officer to take disciplinary action in the case of each office/establishment, who has to be nominated by Chief Executive Officer or Principal Officer of the bank. In terms of this procedure and rules, the Respondent/Bank has to nominate the Disciplinary Authority and Appellate Authority by name and designation from time to time and at the time of initiation of disciplinary action against the concerned employee i.e. on 30-5-2003, the person who issued the chargesheet was not duly appointed and designated authority to take disciplinary action. Hence, the chargesheet suffers from serious infirmities and defects. Even though the action was taken by the authority subsequently and even though circular in question dated 30-06-2003 says that appointment of Disciplinary Authority takes effect retrospectively from

19-5-2003, which is impermissible in law and it cannot cure the illegality in taking disciplinary action by a person, who lacks jurisdiction and competence and therefore, it is not valid in law and on that ground also, the punishment should be declared as null and void and it should be set aside.

13. But, as against this on the side of the Respondent, it is contended that the Deputy General Manager, Personnel (IRD) department, Head Office, Bangalore is designated as Disciplinary Authority in respect of award staff in terms of Chairman's special circular No. 8/2002 dated 16-5-2002 and the said circular is issued in compliance with the above provisions namely clause 14 of Memorandum of Settlement on disciplinary action procedure for workmen, and therefore, the Disciplinary Authority who issued the chargesheet to concerned employee is competent authority and the contention of workman that disciplinary action against the concerned employee suffers for want of jurisdiction is only an after thought. Further, it is contended that even assuming that retrospective effect has been given by circular, it cannot be said that by issuing the circular, prejudice has been caused to the concerned employee, when no prejudice has been caused to the concerned employee and it cannot be said that it is vitiated for want of jurisdiction.

14. Again, on behalf of the petitioner, it is contended that the action taken by the authority, who lacks competence is bad in law and he placed reliance on the rulings reported in 1992 II LLJ 838 Ramoo Ramesh Vs. Andhra Bank, wherein the Kerala High Court has held that "order of suspension issued by an incompetent authority has to be set aside." He further relied on the judgement of Supreme Court reported in 1992 II CLR 771 Bank of India Vs. C. Bernard wherein it was held that "when the punishment is imposed by a person, who has no authority to do so, the very foundation on which the edifice is built collapses and with it falls the edifice." He further argued that it is a case more or less akin to a case tried by the Supreme Court, which lacks inherent jurisdiction and therefore, the order impugned is required to be set aside. It is his further argument that the circular giving retrospective effect will not cure the illegality in taking disciplinary action and as such it is not valid in law.

15. But, as contended by the representative for the Respondent, I find since the circular was issued by the competent authority stating that appointing the Disciplinary Authority as per the Memorandum of Settlement dated 10-4-2002, merely because it has given a retrospective effect, it cannot be said that it is not valid in law. Further, on behalf of the Petitioner, it is not shown before this Tribunal that great prejudice has been caused to the concerned employee. Under such circumstances, I am not agreed to the contention of the Petitioner that disciplinary action taken against the concerned employee is without any jurisdiction.

16. The third contention of the Petitioner is that Enquiry Officer has not given any opportunity to the concerned employee to examine his witness and he refused to allow the witnesses to depose in favour of the concerned employee. It was argued that under a clause of Memorandum of Settlement dated 10-04-2002, it is stated that "*an employee against whom disciplinary action is proposed or likely to be taken shall be given a charge-sheet clearly setting forth circumstances appearing against him and a date shall be fixed for enquiry, sufficient time being given to him to enable him to prepare and give his explanation as also to produce any evidence that he may wish to tender in his defence and he shall be permitted to appear before the officer conducting the enquiry to cross-examine any witness on whose evidence the charge rests and to examine witnesses and produce other evidence in his defence.*" But, this enumerated procedure has not been followed by the Enquiry Officer in this case. The opportunity available to the defence to produce his witness was deliberately scuttled with ulterior motive to pre-empt the delinquent employee to effectively defend his case and thus, serious prejudice has been caused to the concerned workman. The basic canons of rules of principles of natural justice have been flagrantly violated by the Enquiry Officer and such enquiry report was also admitted by the Disciplinary Authority without applying his mind.

17. For this, on behalf of the Respondent it is contended that it is false to allege that Enquiry Officer has refused to permit the concerned employee to examine witnesses on his side. In this case, from the enquiry report it is clear that the defence representative at length had cross-examined the management witnesses and the Enquiry Officer without any reservation permitted the defence representative to discharge his duties. Hence no grievance would subsist in the cross-examination of management witnesses by the defence. No doubt, after conclusion of examination of management witnesses, the defence representative had marked two documents on their behalf and proposed to examine one Mr. Mohan Raja as their witness and since the said witness was not having either relieving order from the branch where he was working or identification card with him, the Enquiry Officer ruled not to permit the defence representative to examine Mr. Mohan Raja and the Enquiry Officer has passed a reasoned order for the same. The Petitioner though contended that no opportunity was given to them to examine the witness has not stated as to the relevancy of witness for examining and in what manner the concerned workman is prejudiced by non-examination of the said witness. Under such circumstances, the plea of the Petitioner union that non-examination of the said witness amounts to denial of fair and free practice is not maintainable and as merely by pleading that a particular witness was not permitted to be examined would not suffer from any infirmity.

18. But, again the representative for the Petitioner relied on the rulings of Supreme Court reported in 1959

I LLJ 509 State of Uttar Pradesh Vs. Sharma (C & S) and rulings reported in AIR 1957 SC 882 Union of India Vs. T.R. Verma. In the first judgement cited above, the Supreme Court has held that "*omission to give opportunity to an employee to produce his witness and lead evidence in his defence vitiate the proceedings.*" Further in the 2nd judgement it is held that "Rules of natural justice require that a party should have an opportunity of adducing all relevant evidence on which he relies, that the evidence of opponent should be taken in his presence and that he should be given opportunity of cross-examining the witnesses examined by that party and that no material should be relied on against him without his being given an opportunity of explaining them." He further argued that this principle laid down by the Supreme Court has not been followed in the enquiry and in this case, the Enquiry Officer acted in connivance with the Presenting Officer to prove the identity of witness before examining him in the domestic enquiry. The Respondent/Management has not shown any procedure or any rule which requires that witnesses to be examined must prove his identity before the Enquiry Officer before his examination. In this case, the Enquiry Officer wantonly has rejected the request of the concerned employee by not allowing him to examine in his defence, as such, it is a flagrant violation of disciplinary proceedings and also amounts to denial of opportunity to the concerned employee to produce his witness and to lead evidence in his defence, which vitiates the entire proceedings.

19. I find much force in the contention of the Petitioner because, it is not shown before this Tribunal that as to how the Enquiry Officer can refuse the witness of the concerned employee and how can he request the concerned witness to prove himself with his identity before examining him in the enquiry. Since it is a flagrant violation, I find the enquiry is not conducted properly and the entire enquiry is against the provisions of Memorandum of Settlement dated 10-04-2002.

20. Again, it is contended on behalf of the Petitioner that the Enquiry Officer has deliberately denied access to important documents as requested by the Petitioner to enable the concerned employee to rebut the allegations as is evident from the documents produced by the petitioner under Ex. W5. It is argued that the Enquiry Officer has acted himself as prosecuting officer and he also canvassed on behalf of the Disciplinary Authority. His decision and allegations were always influenced by officials/superiors and thus, abdicated his role as independent authority and he was totally prejudiced and biased against the concerned employee right from the inception, till the conclusion of enquiry. The findings of the Enquiry Officer thus suffers from serious infirmity and it is perverse in totality, in view of the fact no reasonable person would have arrived at such conclusion. No doubt, in number of authorities, the Supreme Court and High Courts have held that standard

of proof to be adopted in departmental proceedings is not that of in a criminal case, but at the same time, it does not mean that the Enquiry Officer shall have liberty to do anything and everything according to his own whims and caprices and if there is any procedure, that must be followed by the Enquiry Officer. In this case, the Enquiry Officer has neither followed the procedure nor followed principles of natural justice and the Enquiry Officer adopted his own approach while denying access to the documents and evidences and even he went to the extent of scuttling the defence in cross-examination. He has made several obstacles during the cross-examination of defence representative and he connived with the Presenting Officer in defending the Respondent/Bank's case and thus, he has acted as Judge and Prosecutor. At every stage of enquiry proceedings, the Enquiry Officer denied the opportunity and subsequently, at the time of issuance of 2nd show cause notice, the Disciplinary Authority while accepting the erred findings arrived at by Enquiry Officer once again acted in a biased manner by declining the opportunity of personal hearing. In the Memorandum of Settlement dated 10-04-2002, para 12 clearly envisages that delinquent employee shall also be given hearing with regard to nature of proposed punishment, in case any charge is established against him. This is a mandatory requirement, but in this case, the Disciplinary Authority has no discretion to deny such a hearing, such a provision has to be substantially complied with as any breach of the same would result in serious breach of principles of natural justice and resulting in frustrating the terms and conditions of Bipartite Settlement. In the case of *State Bank of Mysore Vs. R. Samanna* Reported in 1998 ILLJ 297 while dealing with the meaning of hearing and whether the hearing is different from mere opportunity, the Karnataka High Court has held that "rules require the delinquent official shall be given a hearing as regards the nature of the proposed punishment in case charges were established against him. The rule requires something more than mere opportunity to be afforded to the delinquent official. It requires a hearing to be given. The difference between mere opportunity and hearing is explicit. There may be fusion between the two, but there should not be confusion between the two concepts. Opportunity may be extended to hearing but hearing cannot be condensed or limited to mere opportunity to file objection or representation. Hearing means ordinarily an opportunity of being heard. That means personal hearing. When the rules governing the conduct of enquiry specifically provide that the hearing shall be given to the delinquent employee he should be given a fair hearing and failure to give such a hearing would vitiate the order of penalty."

21. But, as against this, on the side of the Respondent it is contended that no doubt clause 12 of Memorandum of Settlement on disciplinary action dated 10-04-2002 reads—*he shall also be given a hearing as regards the nature of*

proposed punishment, in case any charge is established against him. In this case, the Disciplinary Authority in compliance with the above provision by his order dated 8-10-2003 proposed the punishment of stoppage of two increments permanently to workman and has given an opportunity to make his representation, if any on the same. Such opportunity given thereon by the Disciplinary Authority tantamounts to hearing on the proposed punishment and hearing as contemplated in the said provision cannot be interpreted as personal hearing. Since the same is not envisaged/intended in the aforesaid Memorandum of Understanding and the settlement does not provide for any personal hearing as alleged by the Petitioner.

22. But, here again, I am not accepting the contention of the Respondent because as pointed out by the Karnataka High Court, it is clear that there is a difference between mere opportunity and hearing is explicit and therefore, hearing means an opportunity of being heard, that means personal hearing. As such, by denial of personal hearing by the Disciplinary Authority, it amounts to denial of opportunity and I think, it vitiates the order of penalty imposed by the Disciplinary Authority.

23. Then again, on behalf of the Petitioner, it is contended that before awarding the punishment, the Disciplinary Authority shall take into account the gravity of misconduct, the previous record, if any of the employee and any other aggravating or extenuating circumstances that may exist. In this case, the concerned employee has served for more than twenty years in the Respondent/Bank and it is clearly established that no disciplinary action was taken against him. But, the Disciplinary Authority while passing the order has not considered the past records of the concerned employee as a mitigating and extenuating factors as provided in the Bipartite Settlement before awarding the punishment. Under such circumstances, the order passed by the Disciplinary Authority against the provisions of Memorandum of Settlement dated 10-04-2002 is not valid in law.

24. As against this, it is contended on behalf of the Respondent that number of years of service put in by the concerned employee or his past records are not extenuating circumstances to mitigate the charges proved against the concerned employee. Though the acts of misconduct proved against the concerned workman does not call for leniency the Disciplinary Authority after considering his past records have imposed a lesser punishment against the imposition of a more deterrent punishment and as such, it cannot be said that Disciplinary Authority has not considered past records of the concerned employee. Further, it is argued on behalf of the Respondent that in this case the nature of misconduct committed by the workman reveals that he has resorted to gross indiscipline by defying to sign the movement register and signing it

belatedly, misbehaving and using abusive language against the Branch Manager and shouting at him in bank hall in the presence of customers and staff and by such acts, the concerned employee has defied even the elementary decency and decorum expected from an employee of a public service institution like the bank. The nature of misconduct committed by the concerned employee is therefore, grave in nature and deserves stringent punishment. However, the Disciplinary Authority taking a lenient view and affording him an opportunity to correct himself has imposed the punishment of stoppage of two increments permanently and the same commensurates with the gravity of acts of misconduct committed by the concerned workman and is in accordance with the provisions of Memorandum of Settlement dated 10-4-2002. Therefore, all the allegations of the Petitioner that the punishment imposed on the concerned employee was to victimize the workman in utter disregard to nature of punishment is not true.

25. But, though I find some force in the contention of the representative for the Respondent, since there is flagrant violation of provisions and principles of natural justice, I find the action of the Respondent/Bank in imposing the punishment of stoppage of two increments permanently on the concerned employee Sri V. Paneerselvam is not legal and justified. Therefore, I find this point in favour of the Petitioner.

Point No. 2

The next point to be decided in this case is to what relief the Petitioner is entitled ?

26. In view of my foregoing findings that the punishment imposed by the Respondent/Management against the concerned employee Sri V. Paneerselvam is not legal and justified, I find the concerned employee is entitled to the relief as prayed for by the Petitioner Union and therefore, I set aside the impugned order of punishment imposed by the Respondent/Bank against the concerned employee and direct the Respondent/Bank to restore the increments with retrospective effect with all other attendant benefits. No costs.

27. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 21st February, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

On either side : None

Documents Marked :

For the I Party/Claimant :

Ex. No.	Date	Description
(1)	(2)	(3)
W1	23-04-03	Xerox copy of the letter from Investigating Officer to Sri Paneerselvam.
W2	26-04-03	Xerox copy of the reply given by concerned employee to investigating officer.
W3	30-05-03	Xerox copy of the charge sheet issued to concerned employee.
W4	14-06-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.
W5	30-07-03	Xerox copy of the enquiry proceedings.
W6	Nil	Xerox copy of the written brief of Presenting Officer.
W7	14-08-03	Xerox copy of the submission of defence representative.
W8	06-09-03	Xerox copy of the letter from Respondent to concerned employee.
W9	30-08-03	Xerox copy of the findings of Enquiry Officer.
W10	21-09-03	Xerox copy of the representation given by concerned employee to Disciplinary Authority.
W11	08-10-03	Xerox copy of the 2nd show cause notice.
W12	20-10-03	Xerox copy of the reply to 2nd show cause notice.
W13	31-10-03	Xerox copy of the order of Disciplinary Authority.
W14	28-11-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.
W15	15-12-03	Xerox copy of the letter from Respondent to concerned employee.
W16	08-11-03	Xerox copy of the appeal preferred by concerned employee.
W17	31-12-03	Xerox copy of the order of Appellate Authority.
W18	23-04-03	Xerox copy of the transaction log of Tondiarpet branch.

(1)	(2)	(3)
W19	01-10-02	Xerox copy of the special circular No. 2/02 issued by Chairman.
W20	16-06-03	Xerox copy of the letter from Petitioner Union to Respondent/Management.
W21	30-06-03	Xerox copy of the special circular No. 1/03 issued by Chairman.
W22	09-06-01	Xerox copy of the special circular No. 11/2001. Issued by Chairman.
W23	07-10-02	Xerox copy of the notification No. 62/02.
W24	31-07-03	Xerox copy of the letter from defence representative to Disciplinary authority.

For the II Party/Management :

Ex. No.	Date	Description
M1	05-06-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.
M2	10-06-03	Xerox copy of the letter from Disciplinary Authority to concerned employee.
M3	23-06-03	Xerox copy of the order appointing Enquiry Officer
M4	23-06-03	Xerox copy of the order appointing Presenting Officer
M5	30-06-03	Xerox copy of the notice of enquiry.
M6	Nil	Xerox copy of the documents filed on behalf of Respondent.
M7	Nil	Xerox copy of the documents filed on behalf of defence.
M8	11-09-03	Xerox copy of the letter from concerned employee to Disciplinary Authority.
M9	14-10-03	Xerox copy of the letter from concerned workman to Disciplinary Authority.
M10	17-10-03	Xerox copy of the letter from Disciplinary Authority to concerned employee.
M11	08-11-03	Xerox copy of the appeal preferred by concerned employee.
M12	10-04-02	Xerox copy of the Memorandum of Settlement.
M13	16-05-01	Xerox copy of the special circular issued by Chairman.

नई दिल्ली, 1 मई, 2006

का. आ. 2074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या 350/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-04-2006 को प्राप्त हुआ था।

[सं. एल-12011/74/1998-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 1st May, 2006

S.O. 2074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 350/2004 of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the Industrial Dispute between the management of Indian Bank and their workmen, which was received by the Central Government on 28-04-2006

[No. L-12011/74/1998-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Wednesday, the 22nd February, 2006

PRESENT:

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE No. 350/2004

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Indian Bank and their workmen]

BETWEEN

The General Secretary, I Party/Claimant
Indian Bank Employees' Association

AND

The General Manager, II Party/Management
Indian Bank, Z. O.
Chennai

APPEARANCE

For the Claimant : M/s. D. Hariparanthaman,
Advocate

For the Management : M/s. Aiyar & Dolia,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-12011/74/1998-IR (B-II) dated 08-06-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the action of the management of Indian Bank to discriminate the staff posted in cash department for job rotation is justified? If not, what relief the disputant union is entitled to?”

2. After the receipt of the reference, it was taken on file as I.D. No. 350/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The respondent/Bank was the first nationalised bank in India to introduce automatic teller machine and it was introduced in the year 1988 at Harbour branch, Chennai. For this Respondent/Bank entered into local settlement dated 28-12-88 with the recognised union. Subsequently, ATM was installed in Royapettah, Mylapore and Anna Nagar branches. For this settlements dated 7-4-89 and 22-1-90 were entered into between the bank and recognised union. In these settlements, it was agreed to pay special allowance to two clerical staff attending to ATM on permanent basis based on branch seniority and this system is continued in the said branches till today by the Respondent/Bank. When it was decided to have a network of ATMs, a settlement dated 21-12-92 was entered into between the recognised union and the bank. The said settlement also provides for installation of ATM at T. Nagar branch incorporating other terms and conditions of the earlier settlements dated 28-12-88, 7-4-89 and 22-1-90. Based on the said settlement dated 21-12-92 two clerical staff based on branch seniority were given special allowance on permanent basis from the installation of ATM in May, 1993 in T. Nagar branch and special allowance of Rs. 600 per month together with proportionate D.A. and other allowances, which works out to Rs. 790 per month. As per industrywise settlement dated 19-1-91, there is rotation of work in cash department. It is the settlement of general nature providing for rotation of work once in three months in cash department and the settlement dated 21-12-92 after 19-1-91 was for the specific purpose of installation of ATM at T. Nagar branch and to have network ATMs on the same lines of earlier settlements on the subject. That way why two clerical staff in T. Nagar branch attending ATM were given special allowance. Based on the branch seniority in T. Nagar branch Sri P. S. Krishnan and Smt. Sumathi Santhanam were given ATM work on permanent basis and they were paid special allowance and after Mr. P. S. Krishnan got promotion and transfer,

Mr. C. Rajendran was given ATM work with special allowance on permanent basis along with Smt. Sumathi Santhanam based on seniority on permanent basis and since Mr. C. Rajendran retired under VRS, Smt. Sumathi Santhanam alone is getting special allowance at T. Nagar branch. While so, in January, 1996 17 clerical staff out of 45 left the recognised union and joined the I Party union. The two clerical staff attending ATM and getting special allowance were among them. Hence, the recognised union brought pressure on the T. Nagar branch management to allot work of ATM on rotation basis and therefore, the Chief Manager of T. Nagar branch wrote a letter dated 8-11-96 to AGM, Regional Office, Chennai seeking his approval for introducing rotational system for ATM work which has been done on permanent basis. Then the Petitioner union raised industrial dispute before Assistant Labour Commissioner (Central) by letter dated 26-12-96. But, the conciliation proceedings ended in a failure. In the mean time, since the Respondent/Bank trying to introduce rotational system for ATM, the Petitioner union filed a Writ Petition No. 14333/98 to continue the same status quo. Since the Government of India declined to refer the dispute to this Tribunal, again the Petitioner union filed a Writ Petition No. 14757/99 to quash the said order for rejection. In view of the order passed by the High Court, the Govt. now referred this dispute to this Tribunal. Without issuing notice under section 9A of the I.D. Act, Respondent/Management cannot withdraw the special allowance given on permanent basis for handling ATM work in T. Nagar branch pursuant to settlement dated 21-12-92. When the special allowance on permanent basis for attending ATM work is continued in Harbour branch, Royapettah branch, Mylapore branch and Anna Nagar branch pursuant to settlements dated 28-12-88, 7-4-89 and 22-1-90, there was no valid reason for seeking to introduce rotation system in ATM at T. Nagar branch alone when the matter is governed by settlement dated 21-12-92. The branches namely Harbour, Royapettah, Annanagar and T. Nagar constitute a separate and distinct group and one of the branches namely T. Nagar cannot be discriminated by the bank. Only to favour the recognised union, the Respondent/Bank is playing unfair labour practice which is against the provisions of I.D. Act. Hence, for all these reasons, the Petitioner prays to hold that the action of the II Party/Management in introducing rotational system in ATM work in T. Nagar branch is not justified and consequently direct the Respondent/Bank to continue the same on permanent basis.

4. As against this, the respondent contended that it is true that Respondent/Management entered into settlement under section 18(1) of the I.D. Act with the recognised union on 28-12-88, 7-4-89 and 22-1-90 with regard to introduction of ATM in Royapettah, Purasawalkam, Mylapore and Industrial Finance Branches. Since ATM could not be installed at Industrial Finance

Branch on account of shortage of space another settlement was entered into between the management and the recognised union for installing ATM at Anna Nagar branch. Though ATM was installed at the said four branches they were not then connected to main frame computer. During the year 1992, the bank in its own premises in T. Nagar branch had taken up the matter for net working of ATM installed at Madras city branches. Therefore, the management entered into settlement with recognised union dated 21-12-92. Pursuant to the settlement ATM was installed in the year 1993. Clause 4 of settlement dated 21-12-92 deals with operation of ATM which are to be duly processed by automatic ledger posting machine connected to the main frame computer and it further deals with processing to be done by automatic ledger posting machines. Clause 6 of the settlement says on account of net working of ATMs of our bank by linking it to the computers at CO/CPPD, duties and functions of clerical staff posted to attend ATM work stand modified as follows :—

- (i) The two clerical staff drawing teller allowance on permanent basis would continue to draw the same and perform the duties as agreed to in earlier settlement;
- (ii) The operations of ALPM attached to ATM will be assigned exclusively to staff members on turn basis for three months among the staff members who are not in receipt of any special allowance as admissible to ALPM operators.

The first portion of the clause 6 deals with clerical staff already drawing teller allowance on permanent basis in the branches at Harbour, Royapettah, Mylapore and Anna Nagar, where ATMs were installed as per the settlements dated 28-12-88, 7-4-89 and 22-1-90 and it does not apply to T. Nagar branch where ATM was yet to be installed duly connected to the mainframe and network that was accomplished only on 18-5-93. Therefore, as on 21-12-92 no clerk/shroff of T. Nagar branch was allotted to ATM related work since there was no ATM at all in that branch. Therefore, the only clause applicable to clerk/shroff attending to ATM at T. Nagar branch is the second portion of Clause 6 of the settlement. With regard to special allowance in cash department of the Respondent/Bank in each of its branches, a settlement was entered into between recognised union and the Respondent on 19-1-91 under section 18(1) of I.D. Act in which it is stated that senior most clerk/shroff in cash department would hold the post of cash department for three months and the said post would be given as per seniority on turn basis. Clause 6 of settlement dated 21-12-92 is on the same lines of settlement and therefore, the first part would have no application to ATM installed at T. Nagar branch in 1993. It is not correct to say that settlement dated 19-1-91 and circular issued by

the bank based on the said settlement dated 31-1-91 are not general in nature but are very specific with reference to clerical staff members who had been already drawing special allowance such as key holding allowance and teller allowance but also other staff members in cash department to be rotated on turn basis enabling them to avail special allowance. It is not correct to say that Sri P. S. Krishnan and Smt. Sumathi Santhanam and C. Rajendran were doing ATM work on permanent basis. Though Smt. Sumathi Santhanam is not eligible and entitled to the said amount, it was paid to her in view of the interim orders passed in W.P. It is false to allege that as to the pressure from the recognised union, the Respondent/Management has denied the special allowance to Smt. Sumathi Santhanam. When the Respondent/Management has acted in compliance with terms and conditions set out in legal and valid settlements under I.D. Act, Section 9A of the I.D. Act has no applicability. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :—

- (i) "Whether the action of the Respondent/Management to discriminate the staff posted in cash department for job rotation is justified ?
- (ii) "To what relief the Petitioner union is entitled ?"

Point No. 1 :

6. The main dispute in this case is whether the special allowance given to two clerical staff attending ATM work in T. Nagar branch can be withdrawn on the ground that it is against the terms of settlement dated 19-1-1991 namely Ex. M5. The admitted facts are that Respondent/Bank introduced ATM at Harbour branch in the year 1988 and for which an individual local settlement dated 28-12-1988 was entered into between the Respondent/Bank and recognised union and subsequently, ATM was installed at Royapettah, Mylapore and Anna Nagar branches for which settlements dated 7-4-89, 22-1-90 respectively were entered into between the Respondent/Bank and recognised union which are marked as Ex. M2 and M3. Under the above settlements, it was agreed to pay special allowance to two clerical staff attending ATM on permanent basis based on the branch seniority and as per the Petitioner union, the Respondent/Bank decided to have net work of ATMs a settlement dated 21-12-92 was entered into under Ex. M4, which provides for installation of ATM at T. Nagar branch incorporating the other terms and conditions of earlier settlements dated 28-12-88, 7-4-89 and 22-1-90 i.e. Ex. M1 to M3. Clause 7 of the above settlement under Ex. M4, it is agreed that ATM proposed

for Purasawakkam branch and After Hour Deposit (AHD) proposed for Mylapore branch will now be installed at T. Nagar branch. Clause 8 says that all other terms and conditions stipulated and agreed to in earlier settlements Exts. M1 to M3 remain unaltered and based on the said settlement dated 21-12-92, two clerical staff based branch seniority namely Sri P. S. Krishnan and Smt. Sumathi Santhanam were given special allowance on permanent basis from the installation of ATM in May, 1993 in T. Nagar branch. While so, during January, 1996, 17 clerical staff out of 45 who were working in T. Nagar branch left the recognised union and joined the I party union. Therefore, the recognised union brought pressure on the T. Nagar branch management to allot the work of ATM on rotation basis. Due to this pressure, the Chief Manager of T. Nagar branch wrote a letter dated 8-11-96 under Ex. W8 to the Assistant General Manager, Regional Office, Chennai seeking his approval for introducing rotational system for ATM work which has been done on permanent basis hitherto. On coming to know of this move of the recognised union, the 1st Party union took up the matter before General Manager (Admn). But the General Manager instructed the Chief Manager of T. Nagar branch in December, 1996 to give ATM work on rotation basis. Hence, this dispute was raised.

7. As against this, the Respondent/Bank contended that it is not correct to say that only due to pressure of the recognised union, the Respondent/Bank wanted to change the system followed in T. Nagar branch with regard to ATM. No doubt, ATM was introduced in Harbour branch, Royapettah branch, Mylapore branch and Anna Nagar branch as per Exts. M1, M2 and M3 settlements. But the said ATM installed in the above said four branches were not connected to main frame computer. During the year 1992 the Respondent/Bank constructed his own premises in T. Nagar and the branch took up the matter for net working of ATMs installed in Madras city branches. Further, it followed with After Hour Depository (AHD) in T. Nagar branch, which would be more beneficial to its customers. In this back ground, the Respondent/Bank and the recognised federation entered into a settlement dated 21-12-92 under Ex. M4 and in this settlement, ATM proposed for Purasawakkam branch and After Hour Depository facility which was proposed to be made available at Mylapore branch was agreed to be installed and made available at T. Nagar branch and pursuant to that settlement, ATM was also installed in T. Nagar branch in the year 1993. Clause 6 of the settlement says on account of net work of banking by linking the computers at CO/CPPD, the duties/functions of the clerical staff posted to attend the ATM work stand modified as follows :—

- (i) The two clerical staff drawing teller allowance on permanent basis would continue to draw the same and perform the duties as agreed to in earlier settlement;

- (ii) The operations of ALPM attached to ATM will be assigned exclusively to staff members on turn basis for three months among the staff members who are not in receipt of any special allowance as admissible to ALPM operators.

The first portion of the clause 6 deals with clerical staff already drawing teller allowance on permanent basis in the branches at Harbour, Royapettah, Mylapore and Anna Nagar, where ATMs were installed as per the settlements dated 28-12-88, 7-4-89 and 22-1-90 and it does not apply to T. Nagar branch where ATM was yet to be installed duly connected to the mainframe and network that was accomplished only on 18-5-93. Further, pursuant to the settlement under Ex. M4, no clerk/shroff of T. Nagar branch was allotted to ATM related work since there was no ATM at all in that branch at that time. Therefore, the only clause applicable to clerk/shroff attending to ATM at T. Nagar branch is the second portion of Clause 6 of the settlement. Further, with regard to payment of special allowance in cash department of the Respondent/Bank in each of its branches, a settlement was entered into between recognised union and the Respondent on 19-1-91 and in that special allowance post namely key holding shroff's post is dealt with. Prior to that based on understanding reached with the recognised employees federation, it was assigned to the senior most clerk cum shroff working in the branch on branch seniority. In that he was holding key jointly with the Manager of the branch and he would be paid key holding allowance. Under settlement dated 19-1-91 which became effective from 1-2-91 it was agreed on turn basis and each clerk of the branch would hold the key and draw special allowance. Thus, every clerk/shroff will get an opportunity to hold key on rotational basis for a period of three months and draw cash allowance. The exception to this was agreed to and provided for that settlement namely senior clerks who were holding the post of key holding shroff as on 31-1-91 on permanent basis, their position would not be disturbed and they would continue as key holding shroff and draw the requisite key holding/cash allowance (special allowance). Similarly, Clause 6 of settlement under Ex. M4, is on the same lines of settlement between the Respondent/Bank and federation on 19-1-91 and the same method was adopted in the matter of allowing the two clerical staff who were drawing teller allowance on permanent basis at the four branches namely Harbour, Royapettah, Mylapore and Anna Nagar branches to continue to draw the same and in the case of ATMs to be installed on and after 21-12-92, the operation of automatic ledger posting machine attached to ATM would be assigned exclusively to staff members on turn basis, who are not in receipt of any special allowance as admissible to ALPM operators. Therefore, the first part of clause 6 and not the second part. Since the settlement specified therein have reference to the ATMs already installed only in the four branches namely Harbour, Royapettah, Mylapore and

Anna Nagar branches and therefore, the Respondent contended that the Petitioner union is not entitled to get any relief in this dispute.

8. Considering the arguments of the counsel on either side and also the evidence adduced in this case, I find the argument advanced by the learned counsel for the Respondent is well founded. No doubt Ex. M4 says with regard to installation of ATM at T. Nagar and clause 6 of settlement dated 21-12-92 under Ex. M4 stated that two clerical staff drawing teller allowance on permanent basis would continue the same as agreed to under earlier settlement. But, on that date, since there was no ATM at T. Nagar branch, it cannot be said that two clerical staff namely Sri P. S. Krishnan and Smt. Sumathi Santhanam can get the benefit of this clause. It is admitted that ATM facility was introduced in T. Nagar branch in May, 1993. Under such circumstances, provision of this clause is not applicable to the clerical staff who are drawing teller allowance on permanent basis as alleged by the learned counsel for the Petitioner. No doubt, from the date of installation of ATM at T. Nagar branch in May, 1993 Sri P. S. Krishnan and Smt. Sumathi Santhanam and subsequently, Smt. Sumathi Santhanam and Sri C. Rajendran were drawing special allowance for ATM work, it should have been only on the wrong presumption that ATM proposed for Purasawakkam branch was installed at T. Nagar branch and agreement was entered into under Ex. M2 namely 7-4-89 with regard to Purasawakkam branch. Since clause 6 of Ex. M4 clearly states that two clerical staff drawing teller allowance on permanent basis would continue to draw the same and perform duties as agreed to in the earlier settlement, it cannot be said that Sri P. S. Krishnan and Smt. Sumathi Santhanam were drawing teller allowance on permanent basis on that date. Therefore as stated by the learned counsel for the Respondent that for the T. Nagar branch only second clause namely operation of ALPM attached to ATM will be assigned exclusively to staff members on turn basis for three months among the staff members who are not in receipt of any special allowance as admissible to ALPM operators will be applicable and not the first clause.

9. Then the learned counsel for the Petitioner contended that without giving notice under section 9A of the I.D. Act, the Respondent/Management cannot withdraw the special allowance given on permanent basis for handling ATM work in T. Nagar branch. But, I am not agreed with this contention of the counsel for the Petitioner because as stated by the learned counsel for the Respondent that the Respondent/Management has acted in compliance with the terms and conditions set out in settlement dated 21-12-92, I find Section 9A of the I.D. Act has no applicability in this case.

10. Again, the learned counsel for the Petitioner contended that special allowance on permanent basis for

attending ATM work is continued in Harbour, Royapetta, Mylapore and Anna Nagar branches pursuant to settlements under Ex. M1 to M3, therefore, there is no valid reason to introduce rotation system when the matter is governed by settlement dated 21-12-92. But, here again, I find the Respondent went to implement the terms and conditions as per the settlement dated 21-12-92, therefore, it cannot be said that the Respondent/Bank was seeking to introduce a new rotational system in ATM work at T. Nagar branch and only because of wrong interpretation of the provisions of settlement till now the clerical staff namely Smt. Sumathi Santhanam and Sri C. Rajendran are getting special allowance and on that ground, it cannot be said that it cannot be withdrawn by the bank in imposing the terms and conditions as per settlement dated 21-12-92 under Ex. M4.

11. Again, learned counsel for the Petitioner contended that Harbour, Royapettah, Mylapore and Anna Nagar branches constituted a separate and distinct group and one of the branches namely T. Nagar cannot be discriminated by the Respondent/Bank. But, I do not find any force in the contention of the counsel for the Petitioner because clause 6(1) of the settlement under Ex. M4 clearly states that two clerical staff drawing teller allowance on permanent basis would continue to draw the same and under such circumstances, it cannot be said that T. Nagar branch clerical staff were also drawing teller allowance on permanent basis at that time namely 21-12-92. Therefore, I am not inclined to accept the contention of the learned counsel for the Petitioner on any ground, it cannot be said that it is a discrimination. Therefore, I find the action of the Respondent/Bank in allowing cash department staff in T. Nagar branch for job on rotation is justified and it cannot be said that it is a discrimination.

Point No. 2:

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings, I find the Petitioner Union is not entitled to any relief as claimed in this dispute. No Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 22nd February, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Claimant	: WW1 Sri R. N. Vellayan
For the Respondent/Management	: MW1 Sri C. H. Sivaramakrishnan

Documents Marked :**For the Petitioner/I Party :**

Ex No.	Date	Description
(1)	(2)	(3)
W1	29-09-03	Xerox copy of the office order regarding allocation of work for clerical staff issued by Respondent/ Bank
W2	02-04-94	Xerox copy of the office order regarding allocation of work for clerical staff issued by Respondent/ Bank
W3	03-04-95	Xerox copy of the office order regarding allocation of work for clerical staff issued by Respondent/ Bank
W4	29-09-95	Xerox copy of the office order regarding allocation of work for clerical staff issued by Respondent/ Bank
W5	31-03-96	Xerox copy of the office order regarding allocation of work for clerical staff issued by Respondent/ Bank
W6	05-04-97	Xerox copy of the office order regarding allocation of work for clerical staff issued by Indian Bank
W7	Nil	Xerox copy of the Chapter XII of Bipartite Settlement
W8	08-11-96	Xerox copy of the letter from Respondent/Bank to AGM, Regional Office.
W9	18-11-96	Xerox copy of the letter written by I Party to II Party
W10	26-12-96	Xerox copy of the dispute raised by I Party before Assistant Commissioner of Labour (Central)
W11	05-02-97	Xerox copy of the reply filed by Respondent before Assistant Commissioner of Labour (Central)

(1)	(2)	(3)
W12	31-03-97	Xerox copy of the rejoinder filed by Petitioner before Assistant Commissioner of Labour (Central)
W13	11-04-97	Xerox copy of the reply to the rejoinder filed by Respondent before Assistant Commissioner of Labour (Central)
W14	15-09-97	Xerox copy of the minutes of discussion before Assistant Commissioner of Labour (Central)
W15	07-03-98	Xerox copy of the letter from I Party to Assistant Commissioner of Labour (Central)

For the II Party/Management :

Ex No.	Date	Description
M1	28-12-88	Xerox copy of the settlement u/s 18(1) with union
M2	07-04-89	Xerox copy of the settlement u/s 18(1) with union
M3	22-01-90	Xerox copy of the settlement u/s 18(1) with union
M4	21-12-92	Xerox copy of the settlement u/s 18(1) with union
M5	19-01-91	Xerox copy of the settlement u/s 18(1) with union
M6	31-01-91	Xerox copy of the circular issued by Respondent
M7	17-12-96	Xerox copy of the letter from Regional office to Z.O.
M8	31-12-96	Xerox copy of the letter from Regional office to Z.O.
M9	20-10-04	Xerox copy of the letter from Anna Nagar branch to Circular Office
M10	27-10-04	Xerox copy of the letter from Harbour branch to Circle Office
M11	29-10-04	Xerox copy of the letter from Mylapore branch to Circle Office
M12	30-10-04	Xerox copy of the letter from Royapettah branch to Circle office.

नई दिल्ली, 2 मई, 2006

का. आ. 2075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 115/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-40011/10/2005-आई आर (डी यू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 115/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 2-5-2006.

[No. L-40011/10/2005-IR(DU)]
SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Tuesday, the 24th January, 2006

PRESENT:

K. Jayaraman, Presiding Officer

INDUSTRIAL DISPUTE NO. 115/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of BSNL and their workmen]

BETWEEN:

The Secretary, : I Party/Claimant
Tamil Nadu Telegram Delivery
Employees Protection Association,
Trichy.

AND

The Principal General Manager, : II Party/Management
BSNL, Trichy.

APPEARANCE:

For the Claimant : None

For the Management : Mr. D. Simon,
Advocate

AWARD

The Central Government, Ministry of Labour vide order No. L-40011/10/2005-IR (DU) dated 26-10-2005 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :

“Whether the claim of Tamil Nadu Telegram Delivery Employees Protection Association, Trichy for reinstatement and regularisation with back wages and continuity of service for the 40 workers (as per annexure) terminated by the Principal General Manager, BSNL, Trichy is legal and justified? If not to what relief the workmen are entitled to?”

2. After the receipt of the reference, it was taken on file as I. D. No. 115/2005 and notices were issued to both the parties. Though the I Party appeared in person for the hearing on 6-12-2005, they have not filed Claim Statement and though the case was adjourned subsequently for filing of Claim Statement, they have not filed the same and there was no representation on their behalf, hence the Petitioner was called absent and set ex parte.

3. Even though the II Party/Management entered appearance through an advocate, they have not filed the statement of objection. When the matter was taken up for hearing on 17-1-2006 as a last chance, none appeared on behalf of the Respondent. Therefore, the Respondent is also called absent and set ex parte.

4. Since both the parties are not interested in prosecuting this dispute. ‘No relief Award’ is passed in this industrial dispute. No Costs.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th January, 2006).

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 2 मई, 2006

का. आ. 2076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 139/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/507/98-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 139/99) of the Central Government Industrial Tribunal/Labour

Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 2-5-06.

[No. L-12012/507/98-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/139/99

PRESENT:

Shri C. M. Singh, Presiding Officer

The General Secretary,
Daily Wages Bank Employees Association,
Hardev Niwas, 9, Sanwer Road,
Ujjain-456001. ... Workman/Union

Versus

The Assistant General Manager (P & HRD),
State Bank of India,
Zonal Office, Hamidia Road,
Bhopal-462801. ... Management

AWARD

Passed on this 12th day of April, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/507/98-IR(B-I) dated 22-3-99 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Asstt. General Manager, State Bank of India in terminating the services of Shri Satyanarayan Sharma w.e.f. 1-7-97 and not regularising him after completion of 240 days in a calendar year is justified? If not, to what relief the workman is entitled for?”

2. In this reference, the General Secretary, Daily Wages Bank Employees Association moved application dated 6-4-06 with the prayer that the reference be closed. Along with the above application, the workman has also filed application dated 2-4-06 with the prayer that the reference be closed. It is mentioned in the said application that the workman has been appointed peon on 28-10-99 at State Bank of India, Bilaspur branch on permanent basis. Shri R. Nagwanshi, the General Secretary, Daily Wages Bank Employees Association submitted that the reference be closed for no dispute award as no dispute is left between the parties. Shri Prashant Saprey, Advocate for the management submitted that he has no objection if the reference is closed for no dispute award. Therefore vide order dated 6-4-06, the reference was closed for award.

3. In view of the above, it shall be just and proper to pass no dispute award in this case. Consequently no dispute award is passed without any orders as to costs.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 2 मई, 2006

का. आ. 2077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 135/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/485/98-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 135/99) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 2-5-06.

[No. L-12012/485/98-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/135/99

PRESENT:

Shri C. M. Singh, Presiding Officer

The General Secretary,
Daily Wages Bank Employees Association,
Hardev Niwas, 9, Sanwer Road,
Ujjain-456001. ... Workman/Union

Versus

The Assistant General Manager (P & HRD),
State Bank of India,
Region-V, Hamidia Road,
Bhopal-462801. ... Management

AWARD

Passed on this 12th day of April, 2006

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/485/98-IR(B-I) dated 18-3-99

has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the management of Asstt. General Manager, State Bank of India, Bhopal in not regularising Shri Mohanlal Kuwal is justified? If not, to what relief the workman is entitled for?”

2. There is an application dated 6-4-06 on record by Shri R. Nagwanshi, General Secretary, Daily Wages Bank Employees Association wherein it is mentioned that the workman has been appointed on his original post from 1st day of April, 06 for which no doubt that the formal order has not yet been received by him. Vide order dated 6-4-06, Shri R. Nagwanshi, the General Secretary of the Union for workman/Union submitted that the reference be closed for passing no dispute award as now no dispute is left between the parties. Shri Prashant Saprey, Advocate the learned counsel for the management submitted that he has no objection if the reference is closed for no dispute award. In this view of the matter, the reference was closed for award.

3. In view of the above, it shall be just and proper to pass no dispute award in this reference. Consequently no dispute award is passed in this reference without any order as to costs.

4. Copy of the award be sent to the Government of India, Ministry of Labour as per rules.

C. M. SINGH, Presiding Officer

नई दिल्ली, 2 मई, 2006

क्रा. आ. 2078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या आई डी-135/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-41012/46/99-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I. D. 135/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workmen, which was received by the Central Government on 02-05-2006.

[No. L-41012/46/99-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer.

I. D. No. 135/2000 (Knp No. 184/99)

Ref. No. L-41012/46/99-IR (B-I) dated 5-7-1999

BETWEEN:

Shiv Kumar, S/o Ram Dulare,
C/o P. K. Tewari, A. R. of Workman,
96/196, Roshan Bajaj Lane,
Old Ganeshganj,
Lucknow.

AND

The Divisional Railway Manager,
Northern Railway, DRM Office,
Hazratganj, Lucknow.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide No. L-41012/46/99 IR (B-I) dated 5-7-99 for adjudication to Presiding Officer, CGIT-cum-Labour Court, Kanpur and was subsequently transferred by Presiding Officer, CGIT-cum-Labour Court, Kanpur in compliance of Govt. of India, Ministry of Labour, New Delhi letter No. Z-13011/1/97-CLS-II dated 21-8-2000 and received in the court of CGIT-cum-Labour Court, Lucknow on 28-9-2000.

“Whether the action of the Northern Railway in terminating the services of Shiv Kumar, Peon w.e.f. 15-1-1993 was legal and justified? If not what relief the workman entitled to?”

Worker's case in brief is that the worker Shiv Kumar was appointed as Peon in Haridwar on 6-5-90 and he worked there till 24-6-92. As a result of transfer as per orders of Divisional Railway Manager, Muradabad he was to work under Divisional Manager, Lucknow and was relieved on 23-6-92. Shiv Kumar thereafter started working as Peon under CDO, Charbagh, Lucknow. Shiv Kumar was further relieved and ordered to work under Rail Path Nirikshak, IInd Lucknow and started working there till 5-1-93 vide order No. 9/E/93 dated 15-1-93 the worker was transferred to Asstt. Personnel Officer, N. R. Lucknow. Asstt. Personnel Officer Lucknow vide his letter No. 841E/2-2/C & W/92, dt. 14-5-93 transferred the worker to PWI IInd, Lucknow and when the worker reached to PWI he did not permit the worker to join. Worker ultimately approached the railway administration since 1-6-93, but the railway administration only gave assurance and did not provide the worker service benefits. Although the worker obtained the temporary

status. Worker has been laid off his duties after serving for 4 years without notice, notice pay or compensation in violation of Section 25F of the I. D. Act. Worker has therefore prayed for reinstatement with all back wages and consequential benefits.

Sr. Divisional Personnel Officer, N. R. has filed the written statement. Railway has denied that the worker was appointed under CDO, Haridwar and it is also denied that the worker worked as peon there from 6-5-90 to 24-6-92. It is alleged that Shiv Kumar played fraud to achieve the service, but he did not succeed in his evil design and brought the case making false allegation. It is also alleged that the worker's services were never transferred by DRM, Moradabad to DRM, Lucknow, instead the worker committed fraud and manipulation to get the job by undue means. Railways have enquired the matter from CDO, Haridwar and found that Shiv Kumar was not posted there as peon. There is also no sanctioned post of peon in the office of Senior Section Engineer (C & W), Northern Railway, Haridwar. Senior Section Engineer (CDO) (C & W), Northern Railway, Haridwar issued a letter No. RS/30/Carriage/Wages Haridwar dt. 12-7-2001 to clarify the stand of Railway administration. It is alleged that the claim statement filed by the Shiv Kumar is not maintainable as misconceived and liable to be rejected.

The worker has filed the rejoinder in which he has reiterated the facts of the case taken upon the statement of claim. It is argued that if the worker's employment at Haridwar was forged, then why he was allowed to join at Lucknow and why he was paid. In case there was forgery why no notice was given to him to get his explanation and why the matter was not enquired into. It is also submitted that the worker worked for more than 4 months after transfer from Haridwar.

Worker has filed photocopies of the following documents;

1. Relieving order dt. 7-7-92 (signature not legible)
2. Letter of transfer dt. 11-12-92.
3. Letter of relieving dt. 4-1-93.
4. Letter dt. 15-1-93. Relieved letter dt. 15-1-93. PW I Ind to APO, NR.
5. Application of worker dt. 16-4-93.
6. Letter dt. 4-5-93 of APO addressed to PW I Ind.
7. Letter dt. 11-6-93 of Asstt. Section Engr. to Asstt. Personnel Officer.
8. Illegible pass copy.
9. Pay slips Sept. 1992, Oct. 1992, Dec. 1992.
10. Application of worker dt. nil.
11. Affidavit of the worker.

Railways has filed following documents (photocopies).

1. Letter of CDO, Haridwar dt. 12-7-2001 that no worker named as Shiv Kumar worked in the office as peon from 1990 to 1992.
2. Table of sanctioned post at SCE (C & W) Haridwar.
3. Original of Sl. No. 1.
4. Original of Sl. No. 2.
5. Affidavit of APO II with annexures.
6. Affidavit of CDO Haridwar with annexures.
7. Affidavit of APO Ram Kumar Sharma with annexures.

Photocopies of attendance register of CDO and record of allocation has also been filed by the CDO, NR, Sri Samay Singh.

Worker has been cross examined by the Railway representative.

Sri Samay Singh, CDO, Haridwar has been cross examined by the worker's representative. Railway's another witness Sri Raman Kumar Sharma, Asstt. Personnel Officer has not been cross examined by the representative of the worker although Railway's representative produced him on 31-3-2003 and 2-4-2003.

Case lingered for over five years in Central Govt. Industrial Tribunal-Cum-Labour Court, Lucknow.

Following dates were fixed for arguments but the worker did not proceed with the arguments;

- | | |
|------------|--|
| 12-7-2003 | Worker moved application on 2-7-2003 and requested that the case taken up at Camp Court, New Delhi. Application was disposed of by fixing 10-7-03 for argument at Camp Court, New Delhi. |
| 10-7-2003 | Instead of arguing the case worker requested for recall for order dt. 4-6-2003 which was allowed. |
| 23-1-2004, | 11-5-2004, 2-7-2004, 15-11-2004, 9-8-2005, 25-7-2005, 23-8-2005 and 29-8-2005 was also fixed. |

Worker did not argue and not filed written argument although the opportunity to file written argument was given even on 5-9-2005 the last date of hearing, the worker's representative tried to seek adjournment which was allowed and 15 days time was given to file the written argument, but the worker did not file written argument. Railways did file the written argument on 29-8-2005.

In the circumstances worker's argument could not be heard.

Worker alleges himself to have been appointed on 6-5-90 for working as a peon under CDO, Haridwar. Who appointed him? What is the appointment order reference No. not disclosed, in the statement of claim. Even pay slips of his employment has not been filed.

Worker alleges himself to have worked there at CDO, Haridwar till 24-6-92 in para 1 of the statement of claim, but in the very second para of the claim statement he states that he was spared on 23-6-92. It is not understood that if he was spared on 23-6-92, then how did he worked there till 24-6-03. Railway's case is that there was no post of peon at CDO, Haridwar nor the worker was appointed there. In the circumstances there is very heavy burden on the worker to prove that he was appointed as peon at CDO, Haridwar on 6-5-90 and he worked as such till 24-6-92.

Worker has stated in his cross-examination that he was appointed after written test and interview but no letter of the railways such as call letter for test and interview has been produced. He has not been able to tell as to how many days after the filling of the form he appeared in the written test. He admits that he was given appointment letter, he also admits that he worked two years at Haridwar and he received pay slips. When asked as to where are these documents, he replied that he gave these to Manoj Babu. He also stated that he has no document pertaining to the service at Haridwar. He stated that he was given transfer order for transferring him from CDO Office, Haridwar to Lucknow Division, when it was asked as to where is that order, worker stated that Sri Manoj Babu took that document also. When he was questioned as to who is this Manoj Babu where he works, worker replied that he is not aware as to where Manoj Babu works. Exb. W1 paper no. 6/3 is the relieving order ordered to Divisional Railway Manager relieving the worker on 7-7-92 for joining at Lucknow. Worker was asked in the cross-examination as to who prepared and where it was prepared. Worker replied that it was prepared by Manoj Babu at Lucknow. He says that he did not carry with him from Moradabad. This fact proves the document to be not genuine. Further he states that he worked from 7-7-92 in CDO Office whereas according to statement of claim he started working at CDO since 6-5-90 to 24-6-92. Worker's cross-examination as recorded is reproduced below;

"x x x By Mr. U. R. Bajpai, Advocate.

मेरी भर्ती रेलवे CDO कार्यालय उत्तर रेलवे मुरादाबाद डिविजन के हरिद्वार में वर्ष 90 में चपरासी के पद पर हुई थी। मैं फार्म भरकर नियुक्त हुआ था। मेरी लिखित परीक्षा और साक्षात्कार हुआ था। मेरे साथ 2-4-6-8 आदमी दूसरे भी परीक्षा में बैठे होंगे। मुझे याद नहीं है कि कितने पद थे तथा कितने आदमी लिये गये थे। मेरे फूफा केबिन में सोमई मुझे मेरे घर से लेकर हरिद्वार गये तथा होटल में रहे। याद नहीं है कि परीक्षा फार्म भरने के कितने दिन बाद हुई। मेरे फूफा ने बताया कि मेरा चुनाव हो गया है। मुझे लिखित नियुक्ति पत्र मिला था कि मैं चपरासी

के पद पर वेतनमान 750-940 में नियुक्त हुआ हूँ। मनोज बाबू सिक लाइन में काम करते हैं उन्होंने ले लिया कि मैं कल दे दूंगा और नहीं दिया। मैं 2 साल तक काम किया। मुझे हरिद्वार में भी वेतन स्लिप मिलता था जिसे बाबू ने माँग लिया। मेरे पास नहीं है। मेरे पास हरिद्वार में काम करने के संबंध में कोई कागज नहीं है। सभी कागज मनोज बाबू ने ले लिया।

मैंने CDO हरिद्वार के यहां प्रार्थना पत्र देकर मुरादाबाद मण्डल से लखनऊ मण्डल में स्थानान्तरण कराया था। ट्रांसफर आदेश मिला था। वह भी मनोज बाबू ले लिये। मुझे DRM Office भेजा गया था। मनोज बाबू के यहाँ खोजते-2 पहुँचा मुझे नहीं मालूम कि वह किस कार्यालय में काम करते हैं। उन्होंने मेरे कागज ले लिया और फिर सिक लाइन में काम करने के लिये भेज दिया। उन्होंने एक कागज दिया था। गवाह ने Ex W1 अपने देखकर कहा यही कागज है। Ex W1 मुझे मनोज बाबू ने लखनऊ में बनाकर दिया था। Ex W1 मुरादाबाद से लेकर नहीं आया था बल्कि लखनऊ में मिला था। मुरादाबाद से लखनऊ आने के लिये कोई कागज मुझे नहीं मिला था। सोमई लेकर आये थे उन्होंने मनोज बाबू से मुलाकात करा दिया। मनोज बाबू ने दो कागज दिये थे। दूसरा कागज पहले के कितने दिनों बाद दिया था नहीं मालूम। दूसरा कागज Ex W2-1

7-2-92 से मैं CDO कार्यालय में काम किया। जनवरी 1993 में PW1 के साथ काम किया। आलमबाग में काम किया। 4-1-93 से 15-1-93 तक काम किया। उन्होंने DRM कार्यालय भेज दिया तब से कहीं काम नहीं किया। वापस कर दिया।

Ex W3 मुझे CDO कार्यालय में मिला था 15-1-93 को Ex. W1 दिया था उसको भी मनोज बाबू को दिया था।

यह कहना गलत है कि मैंने फर्जी कागजात बनवाये। यह भी गलत है कि मेरी नियुक्ति रेलवे में कभी नहीं हुई। यह भी कहना गलत है कि मेरा स्थानान्तरण भी नहीं हुआ।

मुझे वेतन के साथ भुगतान की पर्ची भी मिलती थी। महीने-2 वेतन मिलता था। वेतन पर्चियां Ex W5, Ex W6 तथा Ex W7 हैं। मैंने नहीं देखा है Ex W5, W6 तथा W7 से DOI (Date of Issue) 1-5-93 है। Ex W5, W6 तथा W7 फर्जी नहीं हैं बल्कि सही हैं। यह गलत है कि CDO हरिद्वार के यहां चपरासी का पद स्वीकृत नहीं है। यह भी गलत है कि मैंने वहां काम नहीं किया है। मैं कभी दैनिक भोगी नहीं था।"

Opposite party filed the affidavit of Sri Samay Singh, CDO, Haridwar i.e. paper no. 11/6. He has stated in para 3 that workman Shiv Kumar was not posted from 6-5-90 to 24-6-92 as peon in the office of CDO and his services had never been transferred to Divn. Railway Manager, Lucknow. It is also stated in para 4 that workman Shiv Kumar filed a photo copy of letter dated 7-7-92 issued by CDO, Haridwar is false and fictitious without signature or seal of any officer including deponent. No such issuance of letter is found in the office of CDO, Haridwar as per available record. Moreover the letter is prepared by applying mastermind to

get service on the basis of fake and frivolous letter having no genuineness. In the affidavit at para 5 to 7 are also relevant which are reproduced below :

Para 5 : "That it is also revealed from the office of C & W Haridwar that there in the office of CDO there are 24 sanctioned post for different cadres amongst them there is no post of peon is sanctioned by the competent authority in the office of CDO, Haridwar. In this connection a chart belonging to sanctioned post in the office of C&W Haridwar dt. 16-6-01 is hereby annexed as Annexure No. 1 to this affidavit."

Para 6 : "That deponent issued a letter no. RS-30/C&W/Haridwar dt. 12-7-01 to Asstt. Personal Officer, NR, Lucknow Division, Lucknow in which it is clarified that applicant Shiv Kumar was not posted in year 1990 to 1992 on the post of office peon or any other post under the control of deponent as per available records in the office of deponent so that no question of transfer of his services from CDO, Haridwar to DRM, Lucknow arises. A true copy of letter dt. 12-7-01 is annexed herewith as Annexure No. 2 of this affidavit."

Para 7 : "That the stale claimant has been submitted before this Hon'ble Tribunal to mislead the court as well as Railway Administration by making false and fabricated grounds without any documentary support. The claim statement as well as reference is misconceived and liable to be rejected in favour of the Railway Administration for the sake of justice."

The CDO aforesaid was cross-examined by the representative of the worker Sri P. K. Tewari subsequently. Representative of worker was given opportunity to inspect the register was again permitted to further cross-examine the CDO Sri Samay Singh crossed examination of CDO is reproduced below :

"x x x By Mr. P. K. Tewari

मैं 1994 से Coaching Depot Officer, NR मुरदाबाद Divn. हरिद्वार में नियुक्त हूँ। 1994 के पहले तथ्यों के विषय से भी मेरी जानकारी है। इससे पहले मैं हरिद्वार में Carriage Foreman के पद पर नियुक्त रहा हूँ। वर्ष 1990-91 में मैं Carriage Foreman था।

वर्ष 1990 से 1992 के बीच CDO हरिद्वार के कार्यालय में कोई चपरासी नहीं था। शिव कुमार नाम का कोई व्यक्ति कार्यालय में नहीं था। और न मैं उसको जानता हूँ। वर्ष 90-92 के प्यून (चपरासी) का पद CDO हरिद्वार कार्यालय में नहीं था और न आज है। जो कर्मचारी CDO कार्यालय में कार्य करते हैं उनका हाजिरी रजिस्टर होता है। मैंने उसको दाखिल नहीं किया है।

x x x Tribunal

प्र. : क्या आपने रजिस्टर देखा है उसमें शिव कुमार का नाम है।

उ. : रजिस्टर मैं साथ लाया हूँ इसमें शिव कुमार का नाम प्यून पद पर नहीं है। प्यून के पद पर किसी का नाम नहीं है।

x x x Learned AR given opportunity to inspect register before cross-examination.

शिव कुमार का ट्रांसफर हरिद्वार से नहीं हुआ है और न मैंने ट्रांसफर किया। CDO कार्यालय चारबाग, लखनऊ से मुझे कभी कोई सूचना शिवकुमार के योगदान देने के संबंध में प्राप्त नहीं हुई।

यह गलत है कि मेरे कार्यालय द्वारा या मेरे द्वारा जानबूझकर शिव कुमार से संबंधित अभिलेख दबाये गये हैं तथा दाखिल नहीं किये जा रहे हैं।"

Opposite party also filed the table of sanctioned and vacant post dt. 16/30-6-2001 i.e. paper no. 11/9, but no where it is found that there is any post of peon in the C&W Depot, Haridwar. Opposite party has also filed letter of CDO dt. 12-7-2001 i.e. paper no. 11/10.

On the one hand the worker has stated in his cross-examination that he was never daily wage, he has stated that he was regularly appointed employee of the railways. On the other hand he has stated in para 10 of the claim statement that he has worked from the date of appointment till 11-6-93 and since he has worked for more than 120 days he has attained temporary status.

It is pertinent to mention here that the issue referred to this court is whether the action of the Northern Railway in terminating the services of Shiv Kumar Peon w.e.f. 15-1-93 was legal and justified. Meaning thereby the case before this court is not that worker was terminated after 11-6-93 as the worker has tried to allege in para 10 of the statement of claim. It is not a case of Shiv Kumar that he was a casual labour employed by the management of the Railways on daily wage basis. It is also pertinent to mention here that 3 pay slips filed by the worker shows DOI 1-5-93. It is argued on behalf of the railways that DOI is date of issue. The learned representative has argued that these pay slips are also fictitious prepared for the purpose of this case.

Worker has not specifically pleaded in his statement of claim as to when he joined the services of DRM, Northern Railway, Lucknow. The document Exhibit W2 filed by the worker alongwith the statement of claim is under the heading of the notice where in it is written that ADGM II, (LKO) has accorded approval for transfer between Shiv Kumar/Peon under CLC, Lucknow in scale of Rs. 750-940 (KPS) with Smt. Ram Kumari/Peon under PWI-II, Lucknow, Shiv Kumar may be spared to report PWI (LKO) Smt. Ram Kumari may be spared to report CDO/MB/CB, Lucknow this document purported to have been signed by APO, NR, Lucknow on 11-12-1992. This document is in the nature of office order and this also does not show as to when the worker joined the DRM office at Lucknow. The another exhibit W3 annexure 3 of statement of claim also does not go to show as to when Shiv Kumar joined the office under CDO.

Even for the argument sake if it is taken for granted that worker did join in DRM, Lucknow any day after 11-12-92 then whether the worker has right to continue.

Worker has stated in the statement of claim that the office of PWI-II relieved him on 15-1-93 and thereafter the workman has not been allowed to work as has been stated in para 5 of the statement of claim. The question is whether he was validly appointed employee of the Railway in the CDO, office at Haridwar. From the evidence on record I am of the considered opinion that worker testimony is not trustworthy. He has based his claim on the false story and false document that exhibit 1, 2 of statement of claim. The alleged relieving letter of 7-7-92 is fictitious and forged. I also come to the conclusion that worker was never appointed in CDO, Haridwar under DRM, Moradabad at any stretch of time nor he was transferred from CDO, Haridwar. Even it is presumed that he worked 120 days under DRM, Lucknow and has completed 120 days, he cannot get the temporarily status. Worker has alleged in the statement of claim that why the worker was taken on duty in Lucknow and why he was paid wages in case the appointment of the worker was forged and why no explanation was called for and why the enquiry was not conducted, this is material in the case.

The representative of the opposite party has argued that the principle of equity and equitable doctrine can not be applicable in the case of fraud. The worker Shiv Kumar can not be legally called a railway employee and he cannot claim the benefit of getting temporarily status. Even if he proved that he worked for few days in the railways at Lucknow. The learned representative of the opposite party has filed photocopy of Central Administration Tribunal, Principle Bench, New Delhi in O. A. 2668/2002 with OA 2669/2002 and O. A. 2670/2002 Naveen Kumar Singh, Dean Bandhu Singh and Rishi Kesh Singh Vs. Union of India decided on 18-11-2004 in New Delhi which is very material in passing of the award in the present case. The order of the Central Administrative Tribunal, Principle bench, New Delhi is reproduced below :

ORDER

"As the controversy involved in all the three OAS is the same, these are being disposed of by one common order. For the sake of convenience, the particulars given in O. A. No. 2668/2002 are being mentioned in this order.

The applicant in this OA has approached the Tribunal with the prayer to restrain the respondents from terminating his services till the final disposal of OA or till the finalisation of criminal case filed against him.

The facts of the case in brief are that the applicant was initially appointed as Khallasi in Western Railway and was posted at Kota vide letter dt. 2-12-96 (Annexure-I). He submitted an application for transfer from Western Railway

to Northern Railway on 31-10-97 due to his family circumstances. He was transferred to Northern Railway and was relieved vide order dt. 20-5-98 (Annexure-A2). He reported for duty in the office of DRM, New Delhi on 21-5-98 and was posted at Railway Station Rohana Kalam vide order dt. 2-6-98 (Annexure A3) from where he was transferred to Khekhra. He, however, received a notice on 21-6-2002 from Delhi, Special Police Establishment (SPE) in terms of which he was directed to appear before the SPE, CBI, Jaipur on 27-6-2002 (Annexure A5). He appeared before the Inspector of Police, SPE, CBI and was charged for the offences under sections 120B, 420, 407, 471 IPC and under the provision of Prevention of Corruption Act, he was arrested on the same day. His bail application was rejected by the District Court but later, the Hon'ble High Court granted him bail. The respondents department in the meantime placed him under suspension vide order dt. 4-7-2002 (Annexure A7). It has been stated that no final decision has yet been taken in the criminal case filed by the CBI against him. However, the respondents have taken a decision to terminate his services alleging that the applicant had secured appointment fraudulently by producing a false appointment letter. He has, however, not received any termination order so far. According to him, such a decision by the respondents is arbitrary and unconstitutional. It is contended that in similar circumstances, three Khallasis whose services had been terminated on the allegation that they had secured appointment fraudulently, had filed as O.A. (No. 135/94) in this Tribunal, the Tribunal had quashed the impugned verbal termination order which had been passed without holding any disciplinary enquiry. The Hon'ble High Court, Delhi had also dismissed the writ petition of the respondents in that case. It has been claimed that he was appointed as regular Khallasi and his services could not have been terminated without holding an enquiry and giving an opportunity of hearing and following the principles of natural justice.

The respondents have filed a counter reply in which they have taken a stand that CBI who had investigated the matter have come to the conclusion that the applicant has obtained the appointment and later on the transfer order based on forged documents. During investigation it has also been proved that the application never remained posted at Kota before he was transferred to Northern Railway, New Delhi. Thus, the applicant cannot claim himself to be a Railway employee as the appointment was itself secured based on a forged and fabricated document. The investigation also reveals that his request for transfer was forwarded with a forged letter and the relieving order is also false and fraudulently prepared. On the basis of enquiry report filed by CBI, the applicant was arrested and remained behind the bars and as per the Railway Servants (D & AR) Rules, he was deemed to have been placed under suspension with effect from the date of detention. The

applicant was, therefore, suspended on 4-7-2002 (Annexure A7). They are not aware of the status of criminal case pending against him. As the applicant is not being treated as a Railway employee as he had obtained the appointment/transfer based on fictitious orders, there is no need to initiate any disciplinary action under the Railway Servants (D & AR) Rules. The procedure for conducting enquiry is required to be followed only in case a Railway employee only. The services of the applicant were accordingly terminated vide letter dt. 6-9-2002.

The main point raised by the learned counsel for the applicant was whether the services of a permanent Govt. employee could be terminated without any enquiry and without giving him an opportunity to explain his position. According to him, the applicant in this case was a permanent employee of the Railways, whose services were transferred from Western Railway to Northern Railway on his request. He worked in Northern Railways from 1998 onwards. He was issued a notice in June 2002 by the CBI, who had filed a FIR against him, based on which he was arrested and thereafter granted bail. The charge against him is that he got the employment based on forged documents and then got himself transferred to Northern Railway by a forged transfer order. The criminal case filed against him is still going on in the court and no final decision has been taken. Since he was jailed, he was suspended by the respondent Department and thereafter his services have been terminated w.e.f. 6-9-2002 by a verbal order. No termination order has been issued to him so far. According to him, his services could not have been terminated without any enquiry and the applicant should have been issued a show cause notice and due opportunity was required to be given to defend himself in accordance with law. The learned counsel cited several judgements in support of his contention viz ATJ 1999 (2) SC 190 in the case of Radhey Shyam Gupta Vs. U. P. State Agro Industries Corpn.; ATJ 2000 (1) 453 in the case of Smt. Sunita Sharma Vs. UOI and others and SCJ 2004 (2) 315 in the case of Ravi Prakash Shivhare Vs. UOI and others and SCJ 2002 (1) 242 UOI and others Vs. Lt. Genl. M. S. Sandhu. It has been held in these judgements there where the termination is preceded by an enquiry and evidence is received and findings as to misconduct of a definitive nature, are arrived at behind the back of officer and where on the basis of such a report the termination order is issued, such an order will be violative of principles of natural justice. Further termination without a show cause notice is in violation of natural justice. In the case of Ravi Prakash Shivhare (supra) when the employee was removed from service on the charge of producing false certificate for securing appointment, the Tribunal had quashed the order of termination as the employee was denied the reasonable opportunity of defend himself. In the case of Lt. Genl. M. S. Sandhu (Supra) the Hon'ble Delhi High Court held that a mere FIR is no conviction. The learned counsel for the applicant stated that the present

case is fully covered by these judgements. In the instant case, the allegation against the applicant that he secured employment on forged documents has not yet been proved. CBI have merely filed an FIR, based on which the services of the applicant can not be terminated.

The learned counsel for the respondents vehemently opposed the above contentions of the learned counsel of the applicant. His stand was that the applicant cannot be called Govt. employee, as he secured the employment by fraud and consequently the provisions of Railway Servants (D&AR) Rules are not applicable in his case and as such no departmental enquiry was necessary for terminating his services. He drew my attention to the report submitted by the CBI based on the detailed investigations made by them. According to this report, Sri M. M. Gupta, Sr. Clerk working in Engineering department in Western Railway at Kota during 1998 to cheat the railways by dishonestly and fraudulently procuring employment for these three applicants as Khalasis. The investigation revealed that the applicant neither appointed nor he ever remained posted in Kota Division. Sri N. M. Gupta had prepared fictitious and forged transfer order for the transfer of the applicant to Northern Railway. These transfer letters were accepted by the Northern Railway on the belief that these were genuine ones. All the three applicants had thus been continuing in Railways. The CBI started its investigation on a source report to the effect that these applicants had secured employed based on fictitious and forged transfer orders. The applicants during investigation had also admitted that he had bribed Sri Gupta for securing the employment.

7. The learned counsel for the respondents placed reliance on a number of judgments in which it has been held that in such a case where the appointment is procured based on fictitious certificates. It is ab initio void and can be terminated without any show cause notice. One such judgment is reported as 2004 (2) SLJ Vol. 2 page 1 in the case of R. Viswanatha Pillai Vs. State of Kerala and others in which case the SC certificate produced by him for securing appointment was found to be false and his services were terminated. It was pleaded that the provisions of Article 311 of the Constitution were not followed. It was held that the benefit accrues to a person who holds civil post but the applicant had been appointed by fraud and his appointment was void ab initio. In another case of Ram Preeti Yadav Vs. U. P. Board of High School and Intermediate Education and others (2003) 8 SCC 311, the Hon'ble Supreme Court held that "once the fraud is proved, it deprives the person of all advantages or benefits obtained thereby delay in detection of or in taking action will raise no equities equity fraud relief on equitable grounds misplaced." It was further held that in cases of mass copying principles of natural justice need be strictly complied with. In yet another case of Virendra Pal Singh Vs. UOI and another 1/2003 Swamynews 43 (Jodhpur) in

O.A. No. 204 of 2000 and others, it was held that "The principle is well established by the Apex Court that appointments made the rules, have no validity. Those who come by back door have to return by the same back door and cannot claim the protection of the principles of natural justice and cannot challenge the cancellation of their appointment order on the ground that they were not given any show cause notice. Such appointments in fact can be terminated at the option of the employer by letter simpliciter, as held by the Apex Court in *UOI Vs. M. S. Bhaskaran* [1995 (suppl) 4 SCC 100]".

The learned counsel for the respondents also cited judgments of the Hon'ble Supreme Court (2003) 8 Supreme Court cases 319 in the case of *Ramendra Singh Vs. Savitri Devi* and others, in which it was held that fraud is Anahema to all equitable principles and any affair tainted with fraud cannot be perpetuated or saved by the application of any equitable doctrine including *res judicata*.

9. The learned counsel for the applicants, however, countered the above arguments by stating that in all these cases the allegation of fraud had been proved but it is not so in the instant case. The case is yet to be finally decided by the court. The services of the applicants cannot be terminated merely based on a FIR filed by the CBI, without following the principle of natural justice.

10. From the facts and circumstances of the case and taking into consideration the detailed report of the CBI, it is evident that the applicant had secured employment and thereafter arranged his transfer to Northern Railway through forged and fabricated documents. The applicant during his interrogation by the CBI had confessed that for this purpose, he had bribed M. M. Gupta a conspiracy was hatched by the applicants in connivance with Sri Gupta to pay a fraud on railway in which they succeeded to a great extent. It was only a source report the investigation of which revealed the truth. A criminal case has been filed by the CBI against Sri Gupta also. It is interesting to note that the applicant neither in OA nor the learned counsel for the applicant during the course of arguments made any statement to the effect that the applicant had been appointed after due process of selection. Had he been appointed after proper procedure of selection, he would have certainly brought the relevant facts to the notice of the Tribunal. Here was an opportunity afforded to him by the Tribunal, if not by the respondent department, to explain his position. The very fact that the applicant has remained silent on this aspect of the matter and his counsel also did not raise this point at all, is adequate proof that the applicant had not entered the Govt. service through honest and valid means. Even if an opportunity was given to him by the respondent department to explain his conduct, the result would not have been different. It is also intriguing to note that the appointment letter dt. 2-12-96 (Annexure A1) stated to have been issued to the applicant mentions that

he has been appointed as Khalasi on permanent basis. No employee is appointed on permanent basis from day one. Even those who are selected through UPSC and other such bodies against permanent posts, are normally issued appointment letters with the condition that they will be confirmed only after successful completion of probation period of one/two years. But in this case, the applicant is stated to have been appointed on permanent basis to the post of Khalasi from the day the appointment letter was issued to him. This is another indicator that this letter of forged. As mentioned above the learned counsel for the applicant did not even once make a suggestion that the applicant had joined the railways through the process of selection. He could not do it for obvious reasons, as the so called appointment and transfer letters were forged ones. The only point emphasized by him was that the applicant could not have been removed without enquiry and an opportunity having been given to him to explain his position. The judgments cited by the learned counsel for the applicant in support of his contention can be distinguished to the extent that in those cases, although the appointments were secured by producing non genuine certificates but the applicants had been appointed after following the due procedure of selection. In this case, the applicant was never appointed at all or worked in Kota division even after the issuance of the so called appointment letter dt. 2-12-96 (Annexure A-1). The appointment letter itself was forged. Thereafter he procured forged letter of transfer based on which he joined in Northern Railway. The detailed investigation made by CBI and the facts and circumstances explained above, hardly leave any doubt that the applicant got into the service by playing a fraud on the Railways. The question of equity and principles of natural justice raised are relevant only if the applicant had entered Govt. service through valid process of selection and appointment. His appointment and transfer secured by a fraud was void ab initio and as such he had no legal right to ask for a departmental enquiry and any opportunity to be given to explain his conduct before terminating his services. The CBI had afforded him an opportunity at the time of investigation where he had conceded that he had bribed Sri Gupta to secure the employment. In such a case, there was no need for further enquiry and giving him another opportunity to explain his position, as held by the Hon'ble Supreme Court in the case of *R. Vishwanathan Pillai and Ram Preeti Yadav* (supra). The principles of equity and equitable doctrine cannot be applicable in the case of a fraud. In fact, as stated by the respondents, the applicant cannot be legally called a railway employee, as he got into the service through forged letters. In such a situation, he is not entitled to any relief whatsoever which is available to a Govt. employee. As observed in the judgement of *Vijendra Pal Singh* (Supra) "those who come by the back door, have to return by the same back door and cannot claim the protection of the principles of natural justice." In fact in such a case, it is not

enough to terminate the services of such employees, but the salary and allowances received by them through fraudulent means should be covered and they should be appropriately dealt with according to law, so that such tendencies on the part of Govt. employees are curbed. Hopefully, these aspects of the matter will be considered by the appropriate court, in accordance with law, in the criminal case going against the applicant and others.

11. As a result of the above discussion, I do not find any merit in the OAs filed by the applicants which deserves to be dismissed. All the three OAs mentioned above are accordingly dismissed, without any order as to costs.

18-12-2004

New Delhi

Sd/-

(S. K. MALHOTRA)

Member (A)

In the aforesaid circumstances firstly it is not proved with the reliable evidence that the worker was ever employed by the railways at CDO, Haridwar nor he was transferred thereafter and therefore there is no question of termination dt. 15-1-93 even if it is taken for granted that he worked in fake and fictitious transfer order and joined at railways in such a case it is enough to terminate the services of such employee. The issue is therefore answered in favour of the management against the worker. In fact in such a case it is not enough to terminate the service of such employee the salary and allowances received by him through fraudulent means should be recovered and he should be appropriately dealt with according to the law so that such tendencies on the part of such workers can be curbed.

On the discussions above workman is not entitled to any relief. Award is passed accordingly.

Lucknow

28-4-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 2 मई, 2006

का. आ. 2079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ संख्या आई डी-101/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/488/2000-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I. D. 101/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 02-05-2006.

[No. L-12012/488/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Shrikant Shukla, Presiding Officer.

I. D. No. 101/2001

Ref. Order No. L-12012/488/2000-IR (B-I)
dated 22-6-2001

BETWEEN:

Regional Manager,
State Bank of India,
Zonal Office Civil Lines,
Barreilly-243001.

AND

Shri Sagar Singh,
S/o Shri Seesh Ram,
Nagal Jatt, Post. Khas,
Dist. Biznor.

AWARD

Government of India, Ministry of Labour, has referred following schedule for adjudication to Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow under reference order No. L-12012/488/2000-IR (B-I), dated 22-6-2001.

SCHEDULE

"Whether the action of the management of State Bank of India in terminating the services of Shri Sagar Singh, S/o Sh. Seesh Ram Singh w.e.f. 1-1-91 is justified? If not, to what relief he is entitled?"

The brief facts of the worker's case are that the worker was appointed as a messenger in State Bank of India, Nagal Jatt, Biznor under appointment letter No. VPS/42/263, dated 1-12-1980. Worker remained in the said service from time to time. Worker has further alleged that he was in

continuous service as a messenger or so-called canteen boy from 1988 to 2000. Worker has put in 98 days service upto October 1991 and from 1991 he is working in the Bank as canteen boy. The wages were Rs. 350 per month and subsequently it was raised to Rs. 500. The worker has alleged that the full scale wages have not been paid from 1991 till date for which the worker is entitled. Worker has prayed as following:

- (1) That reinstatement in Bank's service from retrospective effect with full back wages and other consequential benefit.
- (2) The payment of difference between the scale salary and which has been paid to the worker during his service from Nov. 91 the date of reinstatement.

The worker has filed following documents (photo-stat copies):

- (1) Reference order, dated 22-6-2001. Paper No. 7/8.
- (2) Letter of Regional Manager addressed to messenger Rajendra Kumar. Paper No. 7/9.
- (3) Letter of Branch Manager, dated 29-3-88 addressed to Employment Officer, Biznor. Paper No. 7/10.
- (4) Letter of Employment Officer, dated 22-10-88 addressed to Branch Manager. Paper No. 7/11.
- (5) List of applicant from Directorate of Training and Employment, U.P. Paper No. 7/12.
- (6) Letter of Branch Manager addressed to Regional Manager, dated 1-12-88 informing that the worker Sagar Singh has been engaged for leave vacancy from 1-12-88 to 10-12-88. Paper No. 7/13.
- (7) Letter of Branch Manager, dated 19-4-94 addressed to the worker that he worked as temp. messenger from 1 Dec. 1989 to 31 October, 1991 for 98 days only. Paper No. 7/14.
- (8) Letter dated 16 Aug. 1994 of Asstt. General Manager to Branch Manager asking for the report. Paper No. 7/15.
- (9) Letter of Branch Manager to Asstt. General Manager, dated 24-8-94 regarding the deployment of worker. Paper No. 7/16.
- (10) Letter of Branch Manager to Asstt. General Manager, dated 6-1-95 (not legible contents). Paper No. 7/17.
- (11) Letter of Branch Manager to Asstt. General Manager, dated 3-2-95 (contents not legible). Paper No. 7/18.

(12) Letter of Branch Manager to Asstt. General Manager, dated 6-4-95 regarding temporary employees. Paper No. 7/19.

(13) Letter of Branch Manager to Asstt. General Manager, dated 4-12-95 and 5-1-95 regarding worker. Paper No. 7/20 and 7/21.

(14) Details of working of the worker from 1-12-88 to 31-10-91 i.e. total 98 days. Paper No. 2/22.

(15) Details of payment to the worker as canteen boy from 1-1-91 to 1-9-2000. Paper No. 2/23 to 2/26.

Branch Manager, Nagal Sat of State Bank of India has filed the canteen statement. Brief facts of the case are that the Messenger Rajendra Kumar of the Bank proceeded on leave for 10 days i.e. 1-12-88 to 10-12-88 and for this period in temporary arrangement the worker was appointed to meet the needs. It is also submitted that for the welfare of the staff, every branch of the State Bank of India has a Local Implementation Committee of Staff Welfare which is independent to Bank's establishment. In the said committee, there has been arrangement for running canteen from which staff of the Bank is facilitated on their own cost and price. The Bank has nothing to do with the functioning and arrangement of the said canteen. For running the canteen smoothly canteen boy is requested and his function and duty are confirmed to the said canteen and the emoluments in lieu of service of canteen boy is also given to him from funds of Local Implementation Committee. Worker has given mis-statement in the statement of claim. It is submitted that the worker has absolutely and wrongly without any basis has claimed himself to be an employee of the Bank and further that he had worked for 98 days continuously in the Bank contrary to it facts remain that the worker's engagement in the canteen has been as canteen boy and was paid wages from the fund of Local Implementation Committee. The worker was not employed under the establishment of the Bank in any capacity. The question of making appointment as per his claim does not arise in a subordinate service of the Bank.

Opposite party filed following documents (Photo-stat Copies):

- (1) Letter of Branch Manager to Regional Manager, dated 1-12-88 regarding engagement of the worker in leave vacancy. (Paper No. 5/6).
- (2) Letter of Branch Manager regarding engagement of the worker for 98 days from 1-12-88 to 31-10-91. (Paper No. 5/7).
- (3) Details of payment to the worker as Canteen Boy. (Paper No. 5/8 to 5/1).
- (4) Case Law 2000 AIR 1518. State Bank of India and others Vs. State Bank of India Canteen Employees Union. (Bengal and others). (Paper No. 5/12 to 5/21).

(5) Case Law 2000 AIR Supreme Court-838. The **Nedungadi Bank Ltd. Vs. K. P. Madhavankutty and others** (Paper No. 5/22 to 5/25).

(6) Case Law 1998 Lab IC 1702 U. P. State Electricity Board and Another Vs. Presiding Officer Labour Court-I, U. P., Kanpur (Paper No. 5/16 to 5/28).

Worker has examined himself and he has been cross-examined by the representative of opposite party.

Opposite party has examined as appellant he has been cross-examined by the representative of worker.

Heard learned representatives of parties and perused evidence on record.

Worker has stated an oath that "मेरी सेवा मैसेन्जर की वर्ष 1991 में जनवरी में समाप्त की और उसके बाद कैण्टीन ब्याय पद पर नियुक्ति कर दी गई और सन् 2000 में ग्यारहवें महीने में समाप्त की गई।"

"मैसेन्जर पद पर मैंने 98 दिन काम किया और कैण्टीन ब्याय के पद पर 320 दिन काम किया।"

In cross-examination the worker has stated that "1991 के बाद मैसेन्जर का भी काम लेते थे लेकिन पद का काम कैण्टीन ब्याय था।"

In cross-examination the worker has again stated "मैंने मैसेन्जर पद पर कुल 98 दिन काम किया। मैंने 89 से 91 तक मैसेन्जर का कुल 98 दिन काम किया।" Worker has further stated in cross-examinations "वर्ष 91 से लगभग 20-22 दिन काम किया। सन 1990 में 18-19 के लगभग, 1989 में 30-35 के लगभग काम किया।"

"जब कैण्टीन में कैण्टीन ब्याय का काम करता था, तब मैसेन्जर का भी काम लिया जाता था।"

"कैण्टीन ब्याय का वेतन चेक के माध्यम से मिलता था। कैण्टीन ब्याय के पद पर आलोक बेन, शाखा प्रबन्धक ने नियुक्ति किया था।"

"कैण्टीन चलाने के लिये एक कमेटी थी। उसका सेक्रेटरी ब्रजेश कुमार शर्मा थे और अध्यक्ष शाखा प्रबन्धक थे।"

"कमेटी के खिलाफ कोई मुकदमा दायर नहीं किया। मुझे बैंक के खिलाफ शिकायत है क्योंकि बैंक से रोजगार मिलना चाहिये।"

Management witness has stated in cross-examination "बैंक के रिकार्ड के अनुसार कुल 98 दिन सागर सिंह ने राजेन्द्र के स्थान पर अस्थाई रूप से काम किया है। वर्ष 91 में कुल 21 दिन, 90 में 16 दिन, 89 में 48 दिन, 1988 में 13 दिन काम किया है।"

"जब-जब सागर सिंह ने कैण्टीन में काम किया है तब-2 उसे इम्प्लीमेंटेशन कमेटी द्वारा भुगतान किया गया। जब-जब मैसेन्जर का कार्य किया तब तक बैंक द्वारा भुगतान किया गया व उससे कैण्टीन ब्याय का काम नहीं लिया गया।"

According to paper No. 7/14 filed by the workman and 5/7 filed by the opposite party the worker last worked on 31-10-91 and he was paid on 1-11-1991.

These documents to go prove that the worker since 1-12-88 to 31-10-91, worked only for 98 days. There is no appointment letter in the name of the worker that he was appointed on regular post of messenger, there is no termination letter either. It is therefore proved that the worker was engaged temporarily for 98 days before 1-11-91 that too the service was not continuous one. He was engaged intermittently according to the need.

The worker's representative has stated that he can not help, according to the worker's evidence himself he has worked for 98 days. So far as the engagement of worker as a Canteen Boy is concerned, it is proved that the Canteen is run by the Implementation Committee of the Bank and it is headed by the President and Secretary. If this argument is taken that the canteen boy, comes under the Bank Management, then the Case Law 2000 AIR 1518 State Bank of India and others Vs. State Bank of India Canteen Employees Union (Bengal Circle) and others is attracted. Hon'ble the Supreme Court has held "The Canteen run by the Local Implementation Committee (LIC) as per the scheme framed by SBI are non-statutory, non-recognised canteens. Employees of the canteen which are run at various branches by the Local Implementation Committee as per welfare scheme framed by the SBI would not become employees of the Bank as the Bank is not having statutory contract obligation or obligations arising under the award to run such canteen."

The worker's representative does not disagree with the Case Law during arguments.

In the circumstances the worker's engagement by the Local Implementation Committee is nothing to do with the Management of State Bank of India.

According to the worker, if he was not re-engaged by the State Bank of India Branch w.e.f. 1-11-91, could have brought the claim in the reasonable time, but he has espoused the cause after a lapse of several years.

There is no protection to the workers who put only 48 days working in a whole year. The law i.e. Industrial Disputes Act, 1947, provides the protection to only those workers who have put in 240 days work within a Calendar year prior to their termination, not otherwise. The worker in the present case had no protection. On the careful consideration of evidence on record I came to the conclusion that the worker was engaged in the beginning on leave vacancy, thereafter he was engaged as and when the need arose and he worked for a total No. of 98 days from 1-12-88 to 31-10-91, therefore the action of the Management of State Bank of India in disengaging him on 1-11-91 and onwards, is not illegal or unjustified issue is therefore answered in affirmative. The worker is not entitled to any relief.

27th April, 2006

SHRI KANT SHUKLA, Presiding Officer

नई दिल्ली, 2 मई, 2006

AWARD

का. आ. 2080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कटक ग्राम्य बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या आई डी-41/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/34/2004-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-41/2004) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cuttack Gramya Bank and their workman, which was received by the Central Government on 2-5-2006

[No. L-12012/34/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

Present :

Shri N.K.R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 41/2004

Date of Passing Award—31st March, 2006

Between :

The Management of the Chairman,
Cuttack Gramya Bank, Head Office,
Friends Colony, Bajrakabadi,
Cuttack-753 001 ... 1st Party-Management

AND

Their Workman, Shri Laxmidhar Panda,
Plot No. E/71, Sector-7, Markat Nagar,
C.D.A., Cuttack-753 014 ... 2nd Party-Workman

Appearances :

Mr. Prasanna Kumar Mishra : For the 1st Party-
Management

Shri Laxmidhar Panda : For Himself, the
Workman.

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order no. L-12012/34/2004-IR-(B-I), dated 14-06-2004.

"Whether the action of the Management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Laxmidhar Panda, a Protected workman w.e.f 21-6-2003, a major penalty, without providing reasonable opportunity to defend himself and following the principles of natural justice as well as in violation of Section-33 of I.D. Act is legal and justified? If not, what relief the workman is entitled to?"

2. The 1st Party-Management is a banking institution created under the Regional Rural Bank Act (RRB) Act, 1976. Earlier it was styled as Cuttack Gramya Bank but after the present reference it has been renamed and styled as Kalinga Gramya Bank and hereafter it is referred as bank. After the award of the National Industrial Tribunal the Staff Service Regulation of 1980 was replaced by another Regulation named as "Cuttack Gramya Bank Officers and Employees Service Regulation 2000", hereafter referred as 1st and 2nd Regulations respectively.

3. The admitted case of both parties as follows :

The disputant employees Shri Laxmidhar Panda, hereinafter referred as disputant joined the bank as a Cashier-cum-Clerk in 1978 and subsequently got promoted to Scale-I officer grade and designated as Field Officer. He was charge-sheeted on 27-3-2003 and dismissed from service on 21-6-2003 on the allegation of gross misconduct, negligence and dereliction in duties including disobedience of order and official circulars. Since during that time he was the Vice-President of the 2nd Party union, the concerned Union declared him and few others as protected workmen and submitted a charter of demand on 20-5-2003. As the Bank did not recognize him as a protected workman and paid no heed to the demands a dispute was registered in the file of the Asstt. Labour Commissioner (Central). During conciliation proceeding the bank took the stand that the disputant was not a workman within the definition of the Industrial Disputes Act and on 21-6-2003 dismissed him from service pursuant to the result of the enquiry. As a result the Union in question raised another dispute under Section 33-A of the Industrial Disputes Act contending that the dismissal of the workman during pendency of the conciliation proceeding was bad under law the same having not been done with the prior permission of the appropriate authority. This gave rise to several other litigation in different forms before the Hon'ble High Court and in the meantime the present reference was received from Central

Government in their letter dated 14-6-2004 for adjudication of the following dispute.

“Whether the action of the Management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Laxmidhar Panda, a Protected workman w.e.f. 21-6-2003, a major penalty, without providing reasonable opportunity to defend himself and following the principles of natural justice as well as in violation of section-33 of I.D. Act is legal and justified. If not, what relief the workman is entitled to” ?

4. Besides challenging the propriety and legality of the order of dismissal passed against the disputant, the 2nd Party-Union in his Claim Statement alleges that under the Regulations of the Bank the disputant has no doubt been designated as a Field Officer but in practice is doing the work of a clerk. The post of Field Staff is a higher grade of clerical staff having no managerial or supervisory power but under its Regulation the bank has put him and others under the category of “Officers” for convenience of business management of the bank. None of the employees put under the category of “Officer” in the Regulation have got any independent supervisory, administrative and managerial powers over the other employees. They have been entrusted with duties of clerical in nature with the responsibility to contact the customers for business promotion of the bank. Though they have been designated as “Officers” they are mainly entrusted to perform the work as a clerk when they are posted in Branch offices and fields. Neither the Branch Manager nor any other officer of the bank has got the powers of appointment or to grant service benefits or take any disciplinary action against any staff of the bank. Therefore the disputant and all other employees falling within the category of “Officers” are all “workman” under the definition of the term as defined under the Industrial Disputes Act and as such the plea of the Management as taken before the conciliation officer that the disputant is not a workman stands to no logical reasonings. Coming to the departmental proceeding and the order of dismissal it is further averred by the Union that sufficient opportunity to defend himself before the enquiry officer was never given to the disputant but in the result the proceeding was closed ex parte arbitrarily and as such the order of dismissal is liable to be struck down with a direction for reinstatement of the disputant with full back wages.

5. Talking about the status of Shri Panda the so called workman, it is averred by the Management that under the Officers and Employees Service Regulation 2000, officers, Br. Managers, Area Manager and Senior Managers come under the cadre of Group-A officers and their are mainly administrative and supervisory in nature. Three scale of pay such as Junior Management Scale-I, Middle Management Scale-II and Scale-III have been prescribed for these officers and the same is different from scale of

pay and other benefits provided to clerical staff coming under Group-B cadre. The officer such as Manager, Field Officer and Officers come under Scale-I and on their promotion they go to Scale-II as Manager (Scale-II), Senior Manager and Area Manager. As per the Regulation these officers are designated differently as specified by the Board of Directors from time to time with the approval of the Central Government and assigned different duties for promoting the banking business. The so called workman Shri Panda being an officer of Scale-I was designated accordingly as a Field Officer in Junior Management Grade Scale-I and was drawing a salary of Rs. 18,496 per month by the time he was dismissed from service on 21-6-2003. It is further contended by the management that an officer designated as Field Officer can be posted as a Branch Manager of a Branch Bank and such Branch Manager can also be posted as Field Officer on their transfer to some other branches. Each Branch Bank mainly consists of one Manager, one Field Officer, Two Clerks and one Messenger. Out of these the Manager and Field Officer may be of same grade of Scale-I or one may be of Scale-II and the other is of Scale-I. But if officers of similar scale are posted in a branch the senior-most person is designated as Branch Manager while the other is designated as Field Officer, Depending upon their place of posting they are also designated merely as “Officer” and “Inspecting Officer”. These officers from Scale-I to III are vested with several powers and they are accountable and responsible for exercising such powers, which includes the power of supervision and administrative control over other staff. Depending upon their place of posting they also exercise the powers of sanctioning loan within their sanctioning powers as prescribed by the Board. The Junior Management Grade officers posted as Branch Manager also enjoy the powers to settle the debts claim of deceased depositor, recommend for release or non-release of annual increments of clerks and messengers of their branch and maintain their C.C.R. etc., recommend for disciplinary action and issue office orders for smooth functioning of their branch bank etc. On the basis of the above it is pleaded by the Management that the duties performed by a Branch Manager or Field Officer as also the other officers falling under Group-A category are purely supervisory and managerial in nature and as such the disputant can not be regarded as a “Workman” within the definition of Industrial Disputes Act and as such the Regional Labour Commissioner (Central) was neither competent to registered a case under section 32-A of the Industrial Disputes Act against the management nor the present reference is maintainable under law. Alternatively it is also pleaded by the Management that the departmental proceeding on the basis of which Shri Panda has been dismissed was fairly conducted with due opportunity to the delinquent officer to defend himself and that therefore the order of dismissals is also otherwise just, proper and proportionate to the charges and not open to challenge.

6. On the basis of above pleadings of both the parties the following issues were framed.

ISSUES

1. Whether the Tribunal has got jurisdiction to try the case ?
2. Whether Shri Laxmidhar Panda is a Workman ?
3. Whether Shri Laxmidhar Panda is a protected workman ?
4. Whether the domestic enquiry initiated against the workman was fair and proper and the punishment imposed was proportionate to the charges ?
5. Whether the workman has been dismissed from service in violation of Section 33(1) of the Industrial Disputes Act ?
6. If not, to what relief the workman is entitled to ?
7. Besides producing several documents the Management has examined 4 witnesses of whom M. W. 1 is an Area Manager who enquired into the charges against Shri Panda. M. W. 3 is a Senior Manager who has testified about the various duties of the Field Officers and other officers, M. W. 3 is the General Manager who has testified about the duties of a Field Officer as also the duties performed by Shri Panda as Inspecting Officer in Inspection and Audit Deptt. of the Bank. He has also deposed about the charges levelled against Shri Panda, the so called workman and M. W. 4 is a Senior Manager of the bank who has testified about the various duties of different officers including that of Shri Panda.

8. From the side of the 2nd Party-Union the so-called workman Shri Panda has been examined as W. W. 3, W. W. 2 is another dismissed Field Officer who is involved in I. D. Case No. 40/2004 disposed of today and W. W. 1 is a Field Officer of Koraput-Panchabati Gramya Bank.

Issue No. 1 & 2 :

9. These issues are taken up first the same being the prime issue.

To say that the disputant as well as all other officers classified as Group-A Officers in the Regulation of 2000 are all workmen within the definition of the term of the Industrial Disputes Act, the Union has pleaded in the following manner in different paras of its Claim Statement.

Para 8 : That according to Regulation 2000 of the Bank two authorities namely the Chairman and General Manager have been declared as the "employer" of the employees those who are working in the establishment. These two designated authorities have been supervising and controlling the services of different categories of employees according to the Regulation of 2000. The Chairman and the General Manager are not the employees

of the establishment but have been posted on deputation on the pleasure of the sponsored UCO Bank. Therefore, the sponsored Bank is indirectly supervising and controlling the service of the employees as well as functioning of the Gramya Bank.

Para 10 : Except the Chairman and the General Manager of the Bank, no other officers and employees have been empowered to manage and supervise the Bank and employees. Hence all the employees have been declared as "Workman" as defined under the Industrial Disputes Act 1947, except the Chairman & General Manager.

Para 15 : That the officers have no independent supervisory and administrative and managerial power over the other employees of the bank. They have been entrusted duties of clerical nature having responsibility to contact the customers for promotion of the business of the Bank. Though the designation has been given to them as "Officers" but the main job have been entrusted to them to work as Clerk, when they are in branch office and field. Therefore, it is untrue that officers of Cuttack Gramya Bank have been discharging the duties of managerial and supervisory in nature. It is pertinent to mention here that neither the Manager of the Branch nor any of the officers of the bank has ever been entrusted the duties and responsibilities to appoint any employee and grant them service benefit, nor has any authority to control the services of the other staff by taking the disciplinary action. Therefore the officers including the 2nd Party-Workman (disputant) work under the direct supervision and control of the Chairman and the General Manager of the Bank as per the prevailing Regulation.

10. For better appreciation of the case the classification of officers as contained in the Regulation of 2000 is reflected as under :

(1) Group-A Officers :

(i) Scale-I

(ii) Scale-II

(iii) Scale-III

With designation in relation to any of the scale as :

(i) Officers

(ii) Branch Manager

(iii) Area Manager

(iv) Senior Manager

and such other scales or designation as may be specified by the Bank from time to time with the approval of the Central Government.

11. It is not disputed that a Branch Manager may be of Scale-II cadre or Scale-I cadre. It is also not disputed that Field Officer like the disputant come under Scale-I officer cadre and they can also be posted as Branch Manager of that cadre and that when posted in office they

are simply known as officer with or without any other designation. In its above quoted pleading the Union has claimed that all the Group-A cadre officers come under the definition of workman in as much as none enjoy the power of supervision or administration. In other words it is claimed that the nature of work of all these Group-A officers is purely clerical and similar while the power of supervision, control and administration lies exclusively with the Chairman and the General Manager of the Bank.

12. It is the settled law that where the Management claims that the work of employee is supervisory and managerial, the burden of proving such fact lies on the Management. In an attempt to prove the same the Management has produced various documents of which Exts. 13 to 17, 19, 23, 26, 27 series, 28 series and 30 are found to be more relevant. Ext.-13 is a circular of 1998 regarding lending and non-lending powers of the officers. Ext.-14 is another circular dated 10-1-1997 regarding the duties and responsibilities of Addl. Officer and Field Officers. Ext.-15 is another circular dated 6-12-1995 relating to the duties and responsibilities of Additional Officers posted at Branches and Field Officers. Ext.-16 is another circular dated 20-8-1998 regarding delegation of administrative powers to various officers. Ext.-17 is a letter, dated 15-4-2002 addressed to all Branch Managers and officers to follow the circular dated 16-10-1998 issued in respect of settlement of deceased claims. Ext.-19 is another circular dated 8-10-1990 issued in regard to maintenance of Annual Confidential Performance Appraisal Report of staff members. Ext.-23 is another circular dated 21-6-2003 relating to cancellation of specimen signature of the disputant-workman after he was dismissed from service. Ext.-26 is a circular dated 28-9-1995 regarding the role of the Inspecting Officer. Ext.-27 series are the various official documents such as vouchers, performance appraisal reports, loan sanction orders etc. issued under the signature of the disputant as a Manager of Raisuguda Branch. Ext.-28 series relates to various official documents of another branch namely Panikolli Branch issued under the signature of the disputant as the Branch Manager of that branch and Ext.-30 is the official circular dated 13-8-1991 relating to the duties and functions of Field Officers.

13. As stated earlier the workman witness No. 3 is none but the so-called workman of the case while W. W. 2 is the so-called workman of another case I. D. 40/2004. Both of them have been dismissed from service on a single day in two different proceedings while they were working as Field Officer (Scale-I cadre Officer). In their lengthy affidavit evidence they have claimed that except doing the clerical work none of the Group-A officers, including themselves had the power of exercising control over the subordinate staff. They had equally no independent power of sanctioning loan to the public or the power of sanctioning leave to the subordinate staff. In a similar breath they have also claimed neither of these officer

command the power of supervision or administration. The competent authorities such as the Chairman and General Manager are the sole authority of sanctioning every kind of loans irrespective of its quantum and they are the sole persons to exercise administrative and supervisory control over the rest employees. During cross-examination they have denied each of the suggestion of the Management blatantly even though these suggestions are circular based. In other words they have deposed as if they are totally ignorant of the circulars and orders issued by the competent authority. A comparison of their above evidence with the circulars/office orders noted in the previous para would reveal that these witness have destroyed the truth by overstating their own case.

14. From the reading of the documents mentioned earlier it is clear that after the National Industrial Tribunal's award and the recommendation given by an Equations Committee these circulars have been issued detailing therein the various duties and powers of the officers of different grade including that of the post of Field officer which both W. W. 2 and W. W. 3 were holding prior to their dismissal from service. These circulars/orders show, as deposed by the Management witness, that officers of all grade enjoy both supervisory and administrative control depending upon their places of posting designation wise. Ext.-13 and its annexure dated 12-3-1998 show that the Branch Manager of Scale-I and II, Area Manager, Senior Managers enjoy both lending and non-lending powers and for each of them separate limits have been fixed depending upon the nature and type of loans. Similarly in the purchase committee headed by the General Manager, Senior Manager of different departments have been made members and officers like Branch Manager (Scale-I and II), Area Manager have been empowered to settle the claims of deceased persons within their prescribed limits. Similarly in the year 2002 a fresh guideline has been issued (vide Ext.-17) to Branch Manager (Scale-I and II), Area Manager, Senior Manager, CAD, Head Office prescribing their monetary limit to settle the claims in respect of credit balance in the accounts of deceased depositors where no nomination is available. Alike wise under another circular dated 20-8-1998 (Ext.-16) administrative powers have been delegated to officers like Senior Manager (Personnel Admn. Deptt.), Area Manager, Manager of both Scale-I and II to grant C. L., E. L., Surrender leave and sanctions T. A. bills, LFC/LTC Bills, joining time leave, festival advance, medical aid expenses of their respective staff members within their limits prescribed therein.

15. Admittedly the disputant was a Scale-I officer and he was designated as Field Officer. It is the admitted case of both parties that, Br. Manager (Scale-I) and Field Officers are interchangeable. In a Branch the senior person is posted as a Branch Manager while the junior is posted as Field Officer. Depending upon these posting they are also required to work as officer without any special

designation when they are posted in General Administration Deptt. as the disputant was once posted as evident from the record. This shows that depending upon their place of posting these officers exercise different powers but that does not mean that they are different from the other. From the various circulars referred to earlier it is crystal clear that when a Field Officer is posted as Branch Manager he would be enjoying the lending and non-lending power and the power of exercising control over his subordinate staff by granting them different types of leave and sanctioning their T.A., L.T.C. bills etc. Likewise when the self same officer is posted as Field Officer he is naturally required to do a different types of job nonetheless both administrative and supervisory which is evident from circular dated 13-8-1991 (Ext.-30) issued on the basis of National Industrial Tribunal award. This circular details the duties and functions of a Field Officer as follows :

Duties and Functions of Field Officer

1. Survey the village under the Area of operation of the Branch as per Reserve Bank of India guidelines relating to Service Area Approach.
2. Identification of borrowers, canvassing of loan applications, conducting of village meetings and scheme formulation.
3. Receipt, Preliminary Scrutiny of loan applications and obtaining required particulars.
4. Processing of loan applications, pre-sanction visit to the borrowers farm/site, appraisal of loan proposals and recommendation for sanction. The report of the pre-sanction visit must be noted down in the pre-sanction visit register.
5. Obtaining required documents from the borrowers, renewal of documents etc.
6. Distribution of loans and verification of utilization of loan. Suitable arrangements for disbursement of kind component.
7. Post-sanction visits to borrowers, follow up and recovery. Periodical contact with borrowers, reporting of the adverse features of borrowers.
8. Preparing papers/notices for certificate case [Section 4(1)] filing of Suits, OPDR cases in case of defaults etc. etc.
9. Liaison with government and other agencies connected with Agricultural Development.
10. Attending various meetings such as BLCC, BLBC meetings, D. C. C. meeting etc. (if called for specially) convened by the Government as well as non-Government agencies as directed by Managers of the branches.

11. Providing technical guidance to branches/customers various aspects of developmental work.
12. Maintenance of D.C.B., Register, Preparation of Statements in connection with advance and others.
13. Balancing of loan accounts.
14. Deposit Mobilization and Promotion of thrift.
15. Besides, Field Officer should know the day-to-day Banking Transactions, Preparation of vouchers, release of vouchers, preparation of supplementary, cash book, G.L., G.L. B. etc. so that in absence of the Manager, he can hold the Branch charge and other duties assigned by the Manager from time to time.

16. Thus the duties of a Field Officer or the Branch Manager are found to be both administrative and supervisory in nature. So also the duties assigned to Senior Manager, Area Manager are equally of that nature. Furthermore Ext.-27 and 28 series show that most of these documents have been admittedly signed by the disputant as the Branch Manager of Raisuguda and Panikoli Branch during 1989 and 1994 respectively. In his evidence he claims that for temporary period he was asked to function as Branch Manager in both the above two places. He further claims that the Br. Manager has got no power to sanction loan or to meet any contingent expenses. He further claims that as a Branch Manager he had no power to appraise the performance of other staff. But all these are found to be contrary when compared to his above documents marked under Ext.-27 and 28 series. To quote some of these, Ext.-27 shows that he himself has sanctioned money for some daily expenses, Ext.-27/2 and 27/4 shows that he has himself sent Performance Appraisal Report of staff members. Ext.-27/5 to 27/8 shows that he himself has sanctioned some loans to the public and that he has done all these as the Branch Manager of Raisuguda Branch. Likewise on perusal of Ext.-28 series it appears that the disputant has discharged similar and other duties of administrative in nature while working as the Branch Manager of Panikoli Branch. Admittedly all the Gramya Banks have been formed under the R. R. B. Act and each such bank is controlled by its sponsored bank and a common pattern of service Regulations have been adopted by all these banks. W. W. 1 a Field Officer of the Koraput-Panchavati Gramya Bank has been examined to lend support to the case of the Union. But during trial the self-same witness has deposed contrary to the stand of the Union on several aspects. His evidence in the other hand is found to have lent sufficient support to the case of the Management in the matter of powers exercised by the Branch Manager and other officers of "A" Category. In his evidence the disputant-workman (W. W. 3) has also admitted that the duties of a Field Officer like him was to make investigation to ascertain the eligibility

of a customer to get loans and submit an Appraisal Report thereof by limiting the amount of loan to be placed before the competent authority for sanctioning of loan within his lending powers. He has also admitted in his evidence that the Field Officers have been entrusted with duties and responsibilities to mobilize deposits by contacting resourceful persons of the area and submit Appraisal Report for sanction of loan. He has also stated that each month Field Officers used to go on tour minimum for 20 days a month to ascertain the proper utilization of loan amount. He was also stated that the Field Officers are authorized to pursue recovery of unpaid loans and to make publicity in the locality about different schemes of the bank by arranging seminars, village meetings etc. and for this he is required to type out documents and papers, maintain village-wise registers, D. C. B. Registers, loan balancing registers and loan registers and used to calculate interest on loan accounts etc. At para 14, 16 to 22 of his affidavit evidence he has also narrated about the other duties as contained in Ext.-30, all pointing at a single direction that the work performed by a Field Officer was not basically clerical in nature. It was rather a mixture of both Managerial and Supervisory nature as evident from the various documents noted earlier. While narrating about the afore-stated duties of a Field Officer the disputant has of course given an explanation each time that the Field Officer used to do all these under the direction, administrative control and supervision of the competent authority and that except the said authority no other officer was competent to utilize his Appraisal Report or to exercise control over his work. But as these explanations are found to be contrary to the official circular and orders the same cannot be accepted. Rather for extending such explanation the disputant can be accused of distorting the real fact with the sole aim of misleading the Tribunal.

17. It was argued on behalf of the 2nd Party-Union that to declare a person's job as managerial or supervisory it is to be established that the person concerned had the power of taking disciplinary action against the staff, he had the power of sanctioning leave of the staff and that he was capable of taking independent decision so as to bind the Management and that there being no such evidence about exercise of such power by the disputant-workman he is to be treated as a workman as defined under Section 2(S) of the Industrial Disputes Act, his job being purely clerical in nature. It be noted here that, with reference to the term "Workman" as defined under Section 2(S) of the Industrial Disputes Act, the Apex Court have held in the case between the Management of Sonapat Co-operative Sugar Mill Ltd. Vs. Ajit Singh reported in 2005-1-LLJ-SC 1122 that :—

A person would come within the purview of the said definition if he (i) is employed in any industry and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work. The job of a Clerk ordinarily implies stereotype work without

power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regards the dominant nature thereof with a view to give effect to the expression to do "any manual, unskilled, skilled, technical, operational, clerical or supervisory work" the job of the concerned employee must fall within one or the other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties *ipso facto* he would be a workman.

18. It is pertinent to quote a legal saying that man may lie but a document would never lie. Therefore, when the documents produced by the Management squarely speak of the various duties of different officers including that of the disputant and such duties being administrative and supervisory in nature, it can hardly be believed, as claimed by the Union, that the job of all the officers falling under Group-A are clerical in nature. In the case of Young Women's Christian Association of India reported in 2005-1-LLJ-643 (Delhi) it has been held that :—

"It is to be presumed that the employee does the job that he or she is employed to do. This is of course a rebuttable presumption the onus being on the employee to show that he or she was actually doing some other work he or she was employed to do."

19. Therefore in the face of the documents and the oral evidence adduced by both the parties and by taking into account the pay scale of the disputant it can safely be said that the Union has miserably failed to rebut the above presumption of law and as such its argument that all the Group-A Officers including the disputants are workman within the meaning of the term falls to the ground as the dominant nature of duties of these officers are neither clerical, nor technical nor skilled or unskilled or devoid of dignity. Therefore, considering the evidence adduced by both parties, I hold in totality of the entire evidence both oral and documentary that neither the disputant so-called workman Shri L. D. Panda nor any of Group-A Officers fall within the definition of workman and as such the reference is held to be not maintainable.

Issue No. 3 to 6 :

20. In view of the above finding on Issue No. 1 and 2 answering of other issues become redundant and as such needs no answer.

21. Accordingly the reference is answered as not maintainable with the observation that the Government would have avoided the perpetuity of the litigation had the Conciliatory Agency been little investigative before recommending the case to the Government.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 2 मई, 2006

AWARD

का. आ. 2081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कटक ग्राम्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या आई डी-40/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-12012/33/2004-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 40/2004) of the Central Government Industrial Tribunal/Labour Court, Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Cuttack Gramya Bank and their workman, which was received by the Central Government on 2-5-2006

[No. L-12012/33/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR**

PRESENT:

Shri N. K. R. Mohapatra,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 40/2004

Date of Passing Award—31st March 2006

BETWEEN

The Management of the Chairman,
Cuttack Gramya Bank, Head Office,
Friends Colony, Bajrakabadi,
Cuttack-753001 1st Party-Management

AND

Their Workman, Shri Manoj Kumar Kar,
Brajabandhu Kutira, D-214, Sector-6,
Market Nagar, CDA, Cuttack-753014

.....2nd Party-Union.

APPEARANCES:

Mr. Prasanna Kumar Mishra : For the 1st Party-
Management.

Shri Manoj Kr. Kar : For himself, the
Workman,

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/33/2004-IR (B-I), dated 14-06-2004 :—

“Whether the action of the Management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Manoj Kumar Kar, a Protected workman w.e.f. 21-6-2003, a major penalty, without providing reasonable opportunity to defend himself and following the principles of natural justice as well as in violation of Section 33 of I.D. Act is legal and justified? If not, what relief the workman is entitled to?”

2. The 1st Party-Management is a banking institution created under the Regional Rural Bank (RRB) Act, 1976. Earlier it was styled as Cuttack Gramya Bank but after the present reference it has been renamed and styled as Kalinga Gramya Bank and hereafter it is referred as bank. After the award of the National Industrial Tribunal the Staff Service Regulation of 1980 was replaced by another Regulation named as “Cuttack Gramya Bank Officers and Employees Service Regulation 2000”, hereafter referred as 1st and 2nd Regulations respectively.

3. The admitted case of both parties as follows :—

The disputant employee Shri Manoj Kr. Kar, hereinafter referred as disputant joined the bank as a Cashier-cum-Clerk in 1981 and subsequently got promoted to Scale-I officer grade and designated as Field Officer. He was charge-sheeted on 29-11-2002 and 27-3-2003 and dismissed from service on 21-6-2003 on the allegation of gross misconduct, negligence and dereliction in duties including disobedience of order and official circulars. Since during that time he was the District Secretary of the 2nd Party Union, the concerned Union declared him and few others as protected workmen and submitted a charter of demand on 20-5-2003. As the Bank did not recognize him as a protected workman and paid no heed to the demands a dispute was registered in the file of the Asstt. Labour Commissioner (Central). During conciliation proceeding the bank took the stand that the disputant was not a workman within the definition of the Industrial Disputes Act and on 21-6-2003 dismissed him from service pursuant to the result of the enquiry. As a result the Union in question raised another dispute under Section 33-A of the Industrial Disputes Act contending that the dismissal of the workman during pendency of the conciliation proceeding was bad under law the same having not been done with the prior permission of the appropriate authority. This gave rise to several other litigation in different forms before the Hon'ble High Court and in the meantime the present reference was

received from Central Government in their letter dated 14-6-2004 for adjudication of the following dispute:—

“Whether the action of the Management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Manoj Kumar Kar, a Protected workman w.e.f. 21-6-2003, a major penalty, without providing reasonable opportunity to defend himself and following the principles of natural justice as well as in violation of Section 33 of I.D. Act is legal and justified? If not, what relief the workman is entitled to?”

4. Besides challenging the propriety and legality of the order of dismissal passed against the disputant, the 2nd Party-Union in his Claim Statement alleges that under the Regulation of the Bank the disputant has no doubt been designated as a Field Officer but in practice he is doing the work of a clerk. The post of Field Staff is a higher grade of clerical staff having no managerial or supervisory power but under its Regulation the bank has put him and others under the category of “Officers” for convenience of business management of the bank. None of the employees put under the category of “Officer” in the Regulation have got any independent supervisory, administrative and managerial powers over the other employees. They have simply been entrusted with duties of clerical in nature with the responsibility to contact the customers for business promotion of the bank. Though they have been designated as “Officers” they are mainly entrusted to perform the work as a clerk when they are posted in Branch offices and fields. Neither the Branch Manager nor any other officer of the bank got the powers of appointment or to grant service benefits or take any disciplinary action against any staff of the bank. Therefore the disputant and all other employees falling within the category of “Officers” are all “workman” under the definition of the term as defined under the Industrial Disputes Act and as such the plea of the Management as taken before the conciliation officer that the disputant is not a workman stands to no logical reasonings. Coming to the departmental proceeding and the order of dismissal it is further averred by the Union that sufficient opportunity to defend himself before the enquiry officer was never given to the disputant but in the result the proceeding was closed ex parte arbitrarily and as such the order of dismissal is liable to be struck down with a direction for reinstatement of the disputant with full back wages.

5. Talking about the status of Shri Kar, the so called workman, it is averred by the Management that under the Officers and Employees Service Regulation 2000, Officers, Br. Managers, Area Manager and Senior Managers come under the cadre of Group-A officers and their duties are mainly administrative and supervisory in nature. Three scale of pay such as Junior Management Scale-I, Middle Management Scale-II and Scale-III have been prescribed for these officers and the same is different from the scale of

pay and other benefits provided to clerical staff coming under Group-B cadre. The officers such as Manager, Field Officer and Officers come under Scale-I and on their promotion they go to Scale-II as Manager (Scale-II), Senior Manager and Area Manager. As per the Regulation these officers are designated differently as specified by the Board of Directors from time to time with the approval of the Central Government and assigned different duties for promoting the banking business. The so called workman Shri Kar being an officer of Scale-I was designated accordingly as a Field Officer in Junior Management Grade Scale-I with effect from 20-2-1990 and drawing a salary of Rs. 16,867 per month by the time he was dismissed from service on 21-6-2003. It is further contended by the Management that an officer designated as Field Officer can be posted as a Branch Manager of a Branch Bank and such Branch Manager can also be posted as Field Officer on their transfer to some other branches. Each Branch Bank mainly consists of one Manager, one Field Officer, Two Clerks and one Messenger. Out of these the Manager and Field Officer may be of same grade of Scale-I or one may be of Scale-II and the other is of Scale-I. But if officers of similar scale are posted in a branch the senior-most person is designated as Branch Manager while the other is designated as Field Officer. Depending upon their place of posting they are also designated merely as “Officer” and “Inspecting Officer”. These officers from Scale-I to III are vested with several powers and they are accountable and responsible for exercising such powers, which includes the power of supervision and administrative control over other staff. Depending upon their place of posting they also exercise the power of sanctioning loan within their sanctioning power as prescribed by the Board. The Junior Management Grade officers posted as Branch Manager also enjoy the power to settle the debts claim of deceased depositor, recommend for release or non-release of annual increments of clerks and Messengers of their branch and maintain their C.C.R. etc., recommend for disciplinary action and issue office orders for smooth functioning of their branch bank etc. On the basis of the above it is pleaded by the Management that the duties performed by a Branch Manager or Field Officer as also the other officers falling under Group-A category are purely supervisory and managerial in nature and as such the disputant cannot be regarded as a “Workman” within the definition of Industrial Disputes Act and as such the Regional Labour Commissioner (Central) was neither competent to register a case under Section 32-A of the Industrial Disputes Act against the management nor the present reference is maintainable under law. Alternatively it is also pleaded by the Management that the departmental proceeding on the basis of which Shri Kar has been dismissed was fairly conducted with due opportunity to the delinquent officer to defend himself and that therefore the order of dismissal is also otherwise just, proper and proportionate to the charges and not open to challenge.

6. On the basis of above pleadings of both the parties the following issues were framed :

Issues :

1. Whether the Tribunal has got jurisdiction to try the case ?
2. Whether Shri Manoj Kumar Kar is a Workman ?
3. Whether Shri Manoj Kumar Kar is a protected workman ?
4. Whether the domestic enquiry initiated against the workman was fair and proper and the punishment imposed was proportionate to the charges ?
5. Whether the workman has been dismissed from service in violation of Section 33(1) of the Industrial disputes Act ?
6. If not, to what relief the workman is entitled to ?

7. Besides producing several documents the Management has examined 7 witnesses of whom M.W. 1 is a senior Manager of the bank who has testified both about the various duties of the officers of the bank as also the charges framed against the so called workman Mr. Kar. M.W. 2 is the enquiring officer, M.W. 3 is the General Manager of the Management bank who has also deposed about the duties and responsibilities of the officers. He has also testified about the fact that had lead to framing of charges against Shri Kar. M.W. 4 is a senior Manager and M.W. 5 is a retired Senior Manager who have deposed about the powers and duties enjoyed by different officers of the bank as also about the duties performed by Shri Kar in different capacity as an officer cadre personnel. M. W. 6 is an Area Manager under whom Shri Kar had worked as an officer in the Area Office of Cuttack, M.W. 7 is a Clerk-cum-Cashier of the bank who has testified about his own duties and the duties of his superior officer/controlling officer.

8. From the side of the 2nd Party-Union the so-called workman Shri Kar and another named Shri D. Lenka who has equally been dismissed from service while working as Field Officer have been examined as W.W. 2 and 1 respectively.

Issue No. 1 & 2

9. These issues are taken up first the same being the prime issue.

To say that the disputant as well as all other officers classified as Group A Officers in the Regulation of 2000 are all workmen within the definition of the term of the Industrial Disputes Act, the Union has pleaded in the following manner in different paras of its Claim Statement.

Para -8 : That according to Regulation 2000 of the Bank two authorities namely the Chairman and General

Manager have been declared as the "employer" of the employees those who are working in the establishment. These two designated authorities have been supervising and controlling the services of different categories of employees according to the Regulation of 2000. The Chairman and the General Manager are not the employees of the establishment but have been posted on deputation on the pleasure of the sponsored UCO Bank. Therefore, the sponsored Bank is indirectly supervising and controlling the service of the employees as well as functioning of the Gramya Bank.

Para-10 : Except the Chairman and the General Manager of the Bank, no other officers and employees have been empowered to manage and supervise the Bank and employees. Hence all the employees have been declared as "Workman" as defined under the Industrial Disputes Act, 1947, except the Chairman and General Manager.

Para-15 : That the officers have no independent supervisory and administrative and managerial power over the other employees of the bank. They have been entrusted duties of clerical nature having responsibility to contact the customers for promotion of the business of the bank. Though the designation has been given to them as "Officers" but the main job have been entrusted to them to work as Clerk, when they are in branch office and field. Therefore, it is untrue that officers of Cuttack Gramya Bank has been discharging the duties of managerial and supervisory in nature. It is pertinent to mention here that neither the Manager of the Branch nor any of the officers of the Bank has ever been entrusted the duties and responsibilities to appoint any employee grant them service benefit, nor has any authority to control the services of the other staff by taking the disciplinary action. Therefore the officers including the 2nd Party-Workman (disputant) work under the direct supervision and control of the Chairman and the General Manager of the Bank as per the prevailing Regulation.

10. For better appreciation of the case the classification of officers as contained in the Regulation of 2000 is reflected as under :—

(I) Group-A Officers :

- (i) Scale-I
- (ii) Scale-II
- (iii) Scale-III

With designation in relation to any of the scale as :—

- (i) Officers
- (ii) Branch Manager
- (iii) Area Manager.
- (iv) Senior Manager.

and such other scales or designation as may be specified by the Bank from time to time with the approval of the Central Government.

11. It is not disputed that a Branch Manager may be of Scale-II cadre or Scale-I cadre. It is also not disputed that Field Officer like the disputant come under Scale-I officer cadre and they can also be posted as Branch Manager of that cadre and that when posted in office they are simply known as officer with or without any other designation. In its above quoted pleading the Union has claimed that all the Group-A cadre officers come under the definition of workman in as much as none enjoy the power of supervision or administration. In other words it is claimed that the nature of work of all these Group-A officers is purely clerical and similar while the power of supervision, control and administration lies exclusively with the Chairman and the General Manager of the Bank.

12. It is the settled law that where the Management claims that the work of employee is supervisory and managerial, the burden of proving such fact lies on the management. In an attempt to prove the same the Management has produced various documents of which Ext-1 to 12 and 28 are found to be more relevant. Ext-1 is a circular of the Management dated 12-3-1998 which deals with lending and non-lending powers of the officers. Ext-2 deals with delegation of administrative power to the officers. Ext-3 and its enclosure, Ext. 3/1 of the year 2002 relates to settlement of claims of deceased depositors. Ext.-7 is the letter by which the specimen signature of the disputant has been declared redundant from the "Specimen Signature Book of Authorized Officer". Ext.-8/1, a circular of 1991, which deals with the duties and functions of Field Officer. Ext-9 is an office order dated 30-12-2002 of Senior Manager entrusting additional duties to the disputant. Ext-10 series are the vouchers passed by the disputant as an additional officer of Phulnakahara Branch. Ext.-11 series are the "General Ledger Balance Sheets" signed by the disputant on behalf of the Senior Manager and Ext.-12 series are the "Bank Vouchers" of Kendrapada Branch, which the disputant has passed under his signature.

13. As stated earlier the workman witness No. 2 is none but the so called workman of the case while W.W. 1 is the so called workman of another case I.D. 42/2004. Both of them have been dismissed from service on a single day in two different proceedings while they were working as Field Officer (Scale-I cadre Officer). In their lengthy affidavit evidence they have claimed that except doing the clerical work none of the Group-A officers including themselves had the power of exercising control over the subordinate staff. They had equally no independent power of sanctioning loan to the public or the power of sanctioning leave to the subordinate staff. In a similar breath they have also claimed neither of these officers command the power of supervision or administration. The competent authorities such as the Chairman and General Manager are the sole authority of sanctioning every kind of loans irrespective of its quantum and they are the sole persons to exercise administrative and supervisory control over the rest

employees. During cross-examination they have denied each of the suggestion of the Management blatantly even though these suggestions are circular based. In other words they have deposed as if they are totally ignorant of the circulars and orders issued by the competent authority. A comparison of their above evidence with the circulars/office orders noted in the previous para would reveal that these witness have destroyed the truth by overstating their own case.

14. From the reading of the documents mentioned earlier it is clear that after the National Industrial Tribunal's award and the recommendation given by an Equation Committee these circulars have been issued detailing therein the various duties and powers of the officers of different grade including that of the post of Field Officer which both W.W. 1 and W.W. 2 were holding prior to their dismissal from service. These circulars/orders show, as deposed by the Management witness, that officers of all grade enjoy both supervisory and administrative control depending upon their places of posting designation wise. Ext.-1 and its annexures dated 12-3-1998 show that the Branch Manager of Scale-I and II, Area Manager, Senior Managers enjoy both lending and non-lending powers and for each of them separate limits have been fixed depending upon the nature and type of loans. Similarly in the purchase committee headed by the General Manager, Senior Manager of different departments have been made members and officers like Branch Manager (Scale-I and II), Area Manager have been empowered to settle the claims of deceased persons within their prescribed limits. Similarly in the year 2002 a fresh guidelines has been issued (vide Ext.-3, 3/1) to Branch Manager (Scale-I and II), Area Manager, Senior Manager, CAD, Head Office prescribing their monetary limit to settle the claims in respect of credit balance in the accounts of deceased depositors where no nomination is available. Alike wise under another circular dated 20-8-1998 (Ext.-2) administrative powers have been delegated to officers like Senior Manager (Personnel Admn. Deptt.), Area Manager, Manager of both Scale-I and II to grant C. L., E. L., Surrender leave and sanctions T. A. bills, LFC/LTC Bills, joining time leave, festival advance, medical aid expenses of their respective staff members within their limits prescribed therein.

15. Admittedly the disputant was a Scale-I officer and he was designated as Field Officer. It is the admitted case of both parties that, Br. Manager (Scale-I) and Field Officers are inter changeable. In a Branch the senior person is posted as a Branch Manager while the junior is posted as Field Officer. Depending upon these posting they are also required to work as officer without any special designation when they are posted in General Administration Deptt. as the disputant was once posted as evident from the record. This shows that depending upon their place of posting these officers exercise different powers but that does not mean that they are different from

the other. From the various circulars referred to earlier it is crystal clear that when a Field Officer is posted as Branch Manager he would be enjoying the lending and non-lending power and the power of exercising control over his subordinate staff by granting them different types of leave and sanctioning their T. A., L. T. C. bills etc. Likewise when the self same officer is posted as Field Officer he is naturally required to do a different types of job none the less both administrative and supervisory which is evidence from circular dated 13-8-1991 (Ext.-8/1) issued on the basis of National Industrial Tribunal Award. This circular details the duties and function of a Field Officer as follows :

Duties and Functions of Field Officer :

1. Survey the village under the Area of operation of the Branch as per Reserve Bank of India guidelines relating to Service Area Approach.
2. Identification of borrowers, canvassing of loan applications, conducting of village meetings and scheme formulation.
3. Receipt, Preliminary Scrutiny of loan applications and obtaining required particulars.
4. Processing of loan applications, pre-sanction visit to the borrowers farm/site, appraisal of loan proposals and recommendation for sanction. The report of the pre-sanction visit must be noted down in the pre-sanction visit register.
5. Obtaining required documents from the borrowers, renewal of documents etc.
6. Distribution of loans and verification of utilization of loan. Suitable arrangements for disbursement of kind component.
7. Post sanction visits to borrowers, follow up and Recovery. Periodical contact with borrowers, reporting of the adverse features of the borrowers.
8. Preparing papers/notices for certificate case [Section 4(1)] filing of Suits, OPDR cases in case of defaults etc. etc.
9. Liaison with government and other agencies connected with Agricultural Development.
10. Attending various meetings such as BLCC, BLBC meetings, D. C. C. meeting etc. (if called for specially) convened by the Government as well as non-Government agencies as directed by Managers of the branches.
11. Providing technical guidance to branches/customers various aspects of development work.
12. Maintenance of D. C. B., Register, Preparation of Statements in connection with advance and others.
13. Balancing of loan accounts.

14. Deposit Mobilization and Promotion of thrift.

15. Besides, Field Officer should know the day to day Banking Transactions, Preparation of vouchers, release of vouchers, preparation of supplementary, cash book, G. L., G. L. B. etc. so that in absence of the Manager, he can hold the Branch charge and other duties assigned by the Manager from time to time.

16. Thus the duties of a Field Officer or the Branch Manager are found to be both administrative and supervisory in nature. So also the duties assigned to Senior Manager, Area Manager are equally of that nature. Further more Ext.-10 series shows that while acting as Additional Officer, Phulnakhara Branch the disputant has passed various vouchers having signed on these voucher as Manager of the Bank and while working in the General Administration Deptt. he has drawn the General Ledger Balance (Day-Book) on behalf of Senior Manager. Ext.-12 series in the alike manner disclose that while working in Kendrapara Branch, the disputant has passed several vouchers as an officer. In his evidence the disputant-workman (W. W. 2) has also admitted that as a Field Officer his duty was to make investigation to ascertain the eligibility of a customer to get loans and submit an Appraisal Report thereof by limiting the amount of loan to be placed before the competent authority for sanctioning of loan within his lending powers. He has also admitted in his evidence that he was entrusted with duties and responsibilities to mobilize deposits by contacting resourceful persons of the area and submit Appraisal Report for sanction of loan. He has also stated that each month he used to go on tour minimum for 20 days a month to ascertain the proper utilization of loan amount. He was also stated that he was authorized to pursue recovery of unpaid loan and to make publicity in the locality about different schemes of the bank by arranging seminars, village meetings etc. and for this he used to type out documents and papers, maintain village-wise registers, D. C. B. Registers, loan balancing registers and loan registers and used to calculate interest on loan accounts etc. At paras 14, 16 to 22 of his affidavit evidence he has also narrated about the other duties as contained in Ext.-8/1 all pointing at a single direction that the work performed by him was not basically clerical in nature. It was rather a mixture of both Managerial and Supervisory nature. While narrating about his afore-stated duties the disputant has of course given an explanation each time that he was doing all these under the direction, administrative control and supervision of the competent authority and that except the said authority no other officer was competent to utilize his Appraisal Report or to exercise control over his work. But as these explanations are found to be contrary to the official circular and orders the same cannot be accepted. Rather for extending such explanation the disputant can be accused of distorting the real fact with the sole aim of misleading the Tribunal.

17. It was argued on behalf of the 2nd Party-Union that to declare a person's job as managerial or supervisory it is to be established that the person concerned had the power of taking disciplinary action against the staff, he had the power of sanctioning leave of the staff and that he was capable of taking independent decision so as to bind the Management and that there being no such evidence about exercise of such power by the disputant-workman he is to be treated as a workman as defined under Section 2(S) of the Industrial Disputes Act, his job being purely clerical in nature. It be noted here that, with reference to the term "Workman" as defined under Section 2(S) of the Industrial Disputes Act, the Apex Court have held in the case between the Management of Sonapat Co-operative Sugar Mills Ltd., Vs. Ajit Singh reported in 2005-I-LLJ-SC 1122 that :—

A person would come within the purview of the said definition if he (i) is employed in any industry and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work. The job of a Clerk ordinarily implies stereotype work without power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regards the dominant nature thereof with a view to give effect to the expression to do "any manual, unskilled, skilled, technical, operational, clerical or supervisory work" the job of the concerned employee must fall within one or the other category thereof. It would therefore not be correct to content that merely because the employee had not been performing any managerial or supervisory duties ipso facto he would be a workman.

18. It is pertinent to quote a legal saying that man may lie but a document would never lie. Therefore, when the documents produced by the Management squarely speak of the various duties of different officers including that of the disputant and such duties being administrative and supervisory in nature, it can hardly be believed, as claimed by the Union, that the job of all the officers falling under Group-A are clerical in nature. In the case of Young Women's Christian Association of India reported in 2005-I-LLJ-643 (Delhi) it has been held that :—

"It is to be presumed that the employee does the job that he or she is employed to do. This is of course a rebuttable presumption the onus being on the employee to show that he or she was actually doing some other work he or she was employed to do."

19. Therefore in the face of the documents and the oral evidence adduced by both the parties and by taking into account the pay scale of the disputant it can safely be said that the Union has miserably failed to rebut the above presumption of law and as such its argument that all the Group-A Officers including the disputants are workman

within the meaning of the term falls to the ground as the dominant nature of duties of these officers are neither clerical, nor technical nor skilled or unskilled or devoid of dignity. Therefore, considering the evidence adduced by both parties, I hold in totality of the entire evidence both oral and documentary that neither the disputant so called workman Shri M.K. Kar nor any of the Group-A Officers fall within the definition of workman and as such the reference is held to be not maintainable.

Issue No. 3 to 6 :

20. In view of the above finding on Issue No. 1 and 2 answering of other issues become redundant and as such needs no answer.

21. Accordingly the reference is answered as not maintainable with the observation that the Government would have avoided the perpetuity of the litigation had the Conciliatory Agency been little investigative before recommending the case to the Government.

Dictated and corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 2 मई, 2006

का. अ. 2082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सदर रेलवे, मदुरै के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या आई डी-408/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-41012/56/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-408/2004) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Southern Railway, Madurai and their workman which was received by the Central Government on 2-5-2006.

[No. L-41012/56/2004-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 27th February, 2006

PRESENT:

K. Jayaraman, Presiding Officer

Industrial Dispute No. 408/2004

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Southern Railway and their workmen]

BETWEEN:

Sri C. Shanmugavel : I Party/Petitioner

AND

The Divisional Railway Manager, : II Party/Management
Southern Railway, Madurai

APPEARANCE:

For the Workman : Mr. T. Nedumaran,
Authorised
Representative

For the Management : Mr. G. Kalyan, Advocate

AWARD

The Central Government, Ministry of Labour vide order No. L-41012/56/2004-IR (B-I) dated 17-08-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the demand of Shri C. Shanmugavel for regularisation in the rolls of the Southern Railway, Madurai Division, is legal and justified? If so, to what relief the workman is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 408/2004 and notices were issued to both the parties and the I Party entered appearance through his authorised representative and the II Party/Management entered appearance through their advocate and both sides filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was engaged in the Respondent/Management for their work at Madurai Division particularly at Palayamkottai, Madurai and Nagercoil section. He has been engaged before and after 1-1-81 and he has been accordingly put in more than required number of days of service. First he had been engaged on 10-12-78 and settled on 20-12-78 with an aggregate service of 8 ½ days by Permanent Way Inspector, Madurai. Again, he has been engaged on 15-2-79 and settled on 5-7-79 with an aggregate service of 134 days by Permanent Way Inspector/Construction, Nagercoil. Again, he has been engaged on 12-11-79 and settled on 5-12-80 with an aggregate service of 390 days by Permanent Way Inspector, Construction, Palayamkottai. Once again, he has been engaged on 11-2-81 and settled on 1-8-81 by Permanent Way Inspector/Construction, Palayamkottai with an aggregate service of 171 days. Thus the Petitioner has worked as Casual Labour for 703 ½ days. Further, the Petitioner signed in muster roll

and LTI register maintained by Permanent Way Inspector, Construction, Palayamkottai & Nagercoil and Madurai. While so, he has been terminated from service of the respondent orally. The Respondent is bound to re-employ the Petitioner as and when vacancy arises as per the Supreme Court judgement in Inderpal Yadav's case and as per the judgement, the Respondent has to maintain live register and re-employ the retrenched Casual Labourers according to seniority after framing a comprehensive scheme. But, as a matter of fact, the Petitioner has demanded employment pointing out the gross violation committed by the Respondent while reemploying the workers who are junior to him. Even in the list prepared, the Respondent failed to prepare correct seniority list while publishing the integrated seniority list of project Casual Labourers, which was done on the direction of Central Administrative Tribunal, Madras bench in O.A. No. 603/90. In that even though the Petitioner was working for 703 ½ days as Casual Labour his service was shown as 358 days and placed in serial No. 487 far below to his juniors. After that the Petitioner has submitted several representations to the Respondent, but the Respondent did not act on same nor given any reply. The period worked at Madurai from 10-12-78 to 20-12-78 (8 ½ days) and from 12-11-79 to 5-12-80 at Palayamkottai did not reflect correctly in seniority list. Even though the Petitioner continuously worked for 360 days from 12-11-79 to 5-12-80 only 28 days was taken into service and 8 ½ days worked at Madurai and 333 days worked at Palayamkottai were not added. Thus, the Petitioner has lost an aggregate of 341 ½ days service and forced to be junior to his juniors due to the interest not shown by the Respondent to correct the seniority list. Clerical error done at Palayamkottai can be rectified by verifying the basic records such as LTI register and muster roll etc. but the Respondent wants to escape from its responsibility. The Petitioner's co-worker who had entry similar to his service card was re-employed by the Respondent. In the office order dated 24-8-94 one Mr. V. Devarajan at S. No. 73 to Sri M. Thangaveli at S. No. 100 were employed, who had entries in Casual Labour card similar to the Petitioner. Thus, the Respondent has refused to look into the records and to rectify the defect. The Respondent's action is illegal, unjust, void besides against the principles of natural justice. The Petitioner was treated discriminately though similarly footed workers have been re-employed by the Respondent which is against the circular of Respondent railways modified by the Supreme Court. Therefore, for all these reasons, the Petitioner prays to direct the Respondent to absorb the Petitioner in regular service after rectifying the live register by entering the actual number of days the Petitioner worked as Casual Labour with wages as on date of re-employment of his juniors.

4. As against this, the Respondent in its Counter Statement contended that reference made is a stale, belated

and time barred claim. Even though the law does not prescribe any time limit for appropriate Govt. to exercise its power under section 10 of I.D. Act, it is not that this power can be exercised at any point of time. Powers is to be exercised reasonably and in a rational manner. A dispute that is stale could not be the subject matter of reference under section 10 of I.D. Act. Therefore, on this sole ground alone, the said reference is to be dismissed. The Petitioner was engaged as project casual labour on various spells and stopped for want of work/completion of work. As per direction of the Supreme Court in Inderpal Yadav's case reported in 1985 2 SCC 648, those who were retrenched after 1-1-81 were automatically included in live casual labour register. The Petitioner and others have filed a O.A.No. 603/90 to include their names in live casual labour register and as per the direction of Central Administrative Tribunal, Madras Bench, a combined seniority list has been prepared and published duly including the name of the Petitioner. The Petitioner has not raised any dispute about the number of days of casual labour service rendered by him until 2003 or made any representation based on the integrated seniority list prepared and published in the year 1992 and therefore, the Petitioner's contention that the seniority has not been fixed properly at this distant date is not maintainable. Further, if any employee aggrieved with the seniority list, they should represent within one year from the date of publication for which the Petitioner was least bothered to make representation then and there and raising this issue at this distant date i.e. after 12 years is not maintainable. Therefore, he cannot claim any ambiguity in the seniority list at this distant date which is a stale and imaginary claim. The allegation that he had made so many representations is not true. Further, he has not taken any steps to enforce his claim before the Railways except in sending vague representations and claim at this distant date is liable to be dismissed. From the petition, it is clear that the Petitioner has not at all been engaged on projects as on 1-1-81 and he has not worked for 360 days after 1-1-81 as per his statement. The names of Casual Labour born in live register will be considered for employment as and when sanction is received for such empanelment. However, it is subject to fulfilling conditions in regard to age, educational qualification and medical fitness as prescribed by Railway Board and as per Railway Board's letter dated 20-9-01, the prescribed age limit for absorption of ex-Casual Labourers found in live register is 40 years in the case of general candidates, 43 years for other backward classes and 45 years for SC/ST candidates and as per the said letter, the Petitioner cannot be considered for empanelment in view of the fact that he has crossed the age of 40 years long back and his date of birth being 30-9-53 and he has crossed 51 years of age as on date and he cannot be absorbed in any capacity as alleged in the petition. The burden of proving that he has worked for more than the number of days in upon the Petitioner. Unless the workman proves his claim the Respondent cannot be

called upon to disprove the same. Therefore, it is the bounden duty of the Petitioner to substantiate his claim. Even assuming without admitting that the Petitioner has rendered more than 700 days of casual labour service, the Petitioner cannot be considered for employment, in view of the fact that he has already crossed the age limit for regularisation. Hence, for all these reasons, the Respondent prays to dismiss the claim with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the demand of the Petitioner for regularisation in the rolls of Respondent/Management at Madurai Division is legal and justified ?
- (ii) "To what relief the Petitioner is entitled ?"

Point No. 1

6. The case of the Petitioner is that he has been engaged as project Casual Labour under Respondent/Management at Madurai Division and he has been worked for 703 ½ days under Respondent/Management in several place and signed the muster roll and LTI register maintained by Permanent Way Inspectors of Respondent/Management. It is alleged on behalf of the Petitioner that the Supreme Court in Inderpal Yadav's case reported in 1985 II LLJ 406 has directed the railway authorities to prepare a list of project of Casual Labourers with reference to each division of each Railways and absorb them with longest service. Therefore, the Respondent has to maintain live register and to reengage the retrenched Casual Labourers according to their seniority. In this case, no doubt, on 30-6-90 the Respondent published a copy of casual labour live register, copy of which is marked as Ex. W1 in which the name of the Petitioner and some others were not found and therefore, the Petitioner and other employees have filed a O.A. before Central Administrative Tribunal, Madras Bench in O.A. No. 603/90. While disposing of the said O.A., copy of the order is marked as Ex. W5, the Central Administrative Tribunal has held with regard to those workmen who were retrenched after 1-1-81 was no obligation on their part to apply for re-employment and it is for the railway administration to consider such cases on their own and apply the scheme formulated by Supreme Court as far as they are concerned. No doubt, again the Respondent/Management after the decision of O.A. No. 603/90 has prepared and published an integrated seniority list of project Casual Labourers on 9-11-92, copy of which is marked as Ex. W7 and in the said list, number of days worked by the Petitioner is shown as 362 days instead of 703 ½ days, which is less than by 341 ½ days. The above said seniority list was prepared by the Respondent/Management based on the letter of Deputy Chief Engineer, Construction, Madurai dated 27-5-92, copy of which is marked as Ex. M5 in which it is clearly mentioned that the number of days for the period from 12-11-79 to 5-12-80 is

shown as 55 days only whereas the Petitioner has worked in all the days i.e. 388 days, which is a patent error because from the casual labour service card, which is marked as Ex. M2, it can be seen that from 12-11-79 to 10-12-79 the Petitioner has worked as Khalasi @ Rs. 5.20 for 29 days and in the next line, it is mentioned that from 11-12-79 to 5-12-80 the Petitioner has worked as Khalasi @ Rs. 11.88, but it is not mentioned for how many days he had worked. It is only the mistake on the part of railway authorities in not including those days between the period. Since it is mentioned in the column for how many days he has worked, in Ex. M5, it is mentioned only as 362 days. Thus, in the above period alone 332 days has not been calculated. Further a period of 8 ½ days worked by the Petitioner as ordinary Casual Labour other than project Casual Labour from 10-12-78 to 20-12-78 under Permanent Way Inspector, Madurai which is marked as Ex. M1 which is casual service was also not included. But the period of casual work other than project at Inspector of Works, Tirunelveli for the period was accounted for the purpose of seniority to Sri M. Perumal for the period from 31-7-72 to 25-8-77 for 1175 days which is exclusively from Ex. M5 and Ex. M10. Due to the less accountability of number of days, the Petitioner's name was placed in Serial Number 457 instead of 393. If the actual number of days worked by the Petitioner i.e. 703 ½ days were fully accounted, he would not be placed under 65 persons, who were junior to him. Since it is the mistake done by the Respondent authorities and even after the representation given by the Petitioner, it was not considered by the Respondent authorities, it cannot be said that the dispute was raised with enormous delay. It is evident from the documents produced by the Petitioner and Respondent that the Petitioner has represented to the Respondent for several times to rectify the error in the seniority list, but the Respondent neither corrected the seniority list nor sent any reply to the Petitioner. On the other hand, the Respondent has issued a circular dated 24-8-94 to empanel the Casual Labourers in which serial No. 73 Mr. M. Devarajan to Serial No. 100 Mr. M. Thangavelu, who had worked less number of days than the Petitioner and also who were juniors to the Petitioner, have been placed above the Petitioner. If the Petitioner was assigned in correct place in the seniority list, he would have been selected for appointment. The Petitioner has produced original acknowledgement of the Superintendent of Personnel Department which is marked as Ex. W3. From which, it is clear that even on 12-9-94 through RPAD, the Petitioner has sent a representation. Further, from Ex. M3 which is a letter sent by Petitioner on 30-10-02, it is mentioned that he has sent applications to the General Manager, Southern Railway and all other officers on hierarchy. But the Respondent never replied to any of these letters and now they want only with an intention to deny the claim of the Petitioner had stated that claim of the Petitioner is a belated one. Even before the Tribunal, the Respondent/Management has not given any explanation as to why

only 55 days have been included for the period worked by the Petitioner from 10-12-1978 to 05-12-1980. On the other hand, one Mr. E. Nambi, one of the co-workers who was also junior to the Petitioner, who was placed in Serial Number 491 in the seniority list published on 9-11-1992, and he has also submitted an application for conciliation before the Labour Enforcement Officer, Madurai along with the Petitioner. The Respondent accepted the plea of Mr. Nambi and corrected the number of days worked from 355 ½ to 519 days and placed him in serial No. 434 by a memo dated 6-5-2003 which is evident from Ex. W2 as well as Ex. M6. But for the reasons best known to the Respondent, they have not accepted the contention of the Petitioner.

7. As against this, learned counsel for the Respondent contended that the claim of the Petitioner is time barred and liable to be dismissed for the delay in raising the dispute. Learned counsel for the Respondent relied on the rulings reported in 2001 ILLN 118 BALBIR SINGH Vs. PUNJAB ROADWAYS AND ANOTHER wherein while dealing with the issue 'whether the relief should be denied on the ground of delay or it should be appropriately moulded is at the discretion of the Tribunal depending on the facts and circumstances of the case' the Supreme Court has held that "no doubt discretion is to be exercised judicially and in this case, the High Court has rightly dismissed the appellant's Writ Petition and it further held that there were no good grounds to interfere with the exercise of judicial discretion by the Tribunal." and in that case, delay in raising the dispute was raised and denial of relief on the ground of delay was justified or not was considered. The State Govt. referring the dispute for adjudication in the year 1995. Though the Tribunal held that punishment was vitiated as no enquiry was held before passing the order of punishment, the Tribunal however, on the ground of delay, not granted relief to the employees and the Division Bench of the High Court confirmed the said Award of the Tribunal in which the Supreme Court has held as above. In this case also, the Petitioner has alleged that he has worked as project casual labour during the year 1981. After a long lapse of time, he has raised this dispute and therefore, his claim is to be dismissed on the ground of delay. It is the further argument on behalf of the Respondent that claim of the Petitioner is stale and time barred and for this he relied on the rulings reported in 1998 I SLJ 117 STATE BANK OF INDORE Vs. GOVINDARAO, wherein an employee was dismissed in the year 1977 and his appeal was rejected in the year 1978 and he has preferred a Writ Petition after ten years and though the High Court allowed the same and ordered to treat him in service, the Supreme Court has held that "there was no reason for the High Court after a long lapse of nearly ten years from the date of order of dismissal to entertain the Writ Petition and quash the order of dismissal, therefore, we are of the view that High Court should not have entertained that at all and it should have been dismissed in limine". It is further argued

on behalf of the Respondent that in several decisions, the Supreme Court has repeatedly held that belated claim should not be entertained and he also relied on the decision reported in 2000 LAB IC 703 NEDUNGADI BANK LTD. Vs. K.P. MADHAVANKUTTY "no doubt, law does not prescribe any time limit for the appropriate Govt. to exercise its power under section 10 of the I.D. Act and it is not that this power can be exercised at any point of time and powers to be exercised reasonably and in a rational manner. In this case, after a lapse of about seven years of order of dismissing the Respondent from service and at the time of reference was made, no industrial dispute existed or could be even said to have been apprehended. Therefore, this dispute should not be entertained after such a long period." Learned counsel for the Respondent contended that in the present case, the Petitioner was engaged as project casual labour in the years 1979, 1980, 1981 and settled as on 1-8-81. Further, it is his contention that he has raised the dispute before Labour Enforcement Officer, Tuticorin and Assistant Labour Commissioner (Central), Madurai and it has been closed. Therefore, he cannot raise the same plea again and again after a long delay and hence, this dispute should not be referred to for adjudication and the same is liable to be dismissed. Further, learned counsel for the Respondent contended that even assuming for argument sake that the Petitioner has worked for 703½ days, he should have raised this issue on 5-12-1980 i.e. the day on which he settled as per I. D. Act. Subsequently, he was again engaged from 11-2-81 to 1-8-81 as per Ex. M2, even at the time of re-engagement he has not raised this issue. As per Record Retention Schedule, muster roll will be maintained for a period of one year and if the Petitioner had any grievance he should have verified then and there. No doubt, to substantiate his claim, he examined one Mr. Perumal as WW2 who alleged to have worked along with him, but his evidence cannot be accepted at this distant time. In the year 1992, the Respondent has published the name of persons to be included in live register as per the order of Central Administrative Tribunal in O. A. No. 603/90. In that also, his number of days has been shown as 362 days only. Even at that time, he has not raised this issue. Therefore, the allegation of the Petitioner that he worked for 703½ days after a lapse of 14 years of cessation of service is not maintainable.

8. No doubt, I find some force in the contention of the learned counsel for the Respondent. From the point of view of the Petitioner, i.e. when the Petitioner has given representation to the Respondent/Management, the Respondent has not given any reply nor corrected the number of days he has worked. When Mr. E. Nambi one of the co-workers was given a representation which was considered by the Respondent/Management for the same allegation, the Respondent has to hear the Petitioner and to rectify the same. It is patently clear from Ex. M2, which is casual labour service record, the number of days has not

been mentioned by the Respondent/Management and I think, it is only a mistake of the Respondent/Management and it should be rectified. No doubt, there is a delay in raising the dispute. But, the poor employee has given so many representations to the Respondent/Management and also labour authorities, who have not considered the Petitioner's grievance, which I think is a genuine one. Further, when the Respondent/Management has considered the grievance of Sri E. Nambi and has rectified the error in the year 2003, it cannot be said that the Petitioner has approached this Tribunal after a very long delay. From Ex. W2 as well as Ex. M6, it is clear that only in the year 2003, namely 6-5-2003, the Respondent/Management has rectified the number of days mentioned in respect of Sri E. Nambi under a memorandum. Under such circumstances, it cannot be said that the Petitioner who has come to this Tribunal in the year 2004 has raised this dispute with an inordinate delay.

9. Learned counsel for the Respondent further contended that even though the Petitioner has produced acknowledgement card Ex. W3 of 1994, he has not produced the copy of representation under the said acknowledgement card. Further, if anyone aggrieved with the seniority list they should represent within one year from the date of publication. But, the Petitioner least bothered to make his representation then and there and raised this dispute after 12 years, which is not maintainable.

10. As I have stated above, when the Respondent/Management has got powers to rectify the mistake of Sri E. Nambi in the year 2003, I do not think, the Respondent has no power to rectify the defect of the Petitioner in the year 2003. No doubt, it is alleged when the Petitioner has not disputed the seniority list, he cannot raise this dispute. But, I find there is no point in the allegation of the learned counsel for the Respondent because when the case of one Sri E. Nambi was considered for the same cause, it cannot be said that the Respondent cannot consider the case of the Petitioner for the same ground and if it is not allowed, it would lead to discrimination among the employees of Respondent.

11. Then the learned counsel for the Respondent contended that in the year 2001 the Railway Board has issued an order for age limit which is marked as Ex. M7 for engaging ex-casual labour borne on live casual labour register. Therefore, as per the said order, the Petitioner cannot be appointed, since he has crossed the age of 43 years and now aged about 51 years.

12. But, as against this, on behalf of the Petitioner it is contended that there was no age restriction for re-engagement during the absorption of ex-casual labour vide circular dated 24-8-1994, copy of which is marked as Ex. W6 in which Serial Nos. 41, 48, 56, 57, 59, 75, 79, 95 and 99 were above the age of 45 years. At that time the age of Petitioner would be less than these persons. The above

said serial numbered casual labourers age was more than the Petitioner and they were absorbed on 24-08-1994. Under such circumstances, it cannot be said that the Petitioner is aged and he cannot be appointed in the Respondent/Management.

13. Again, for this learned counsel for the Respondent contended that the age of the list of persons shown by the Petitioner were no doubt more than 45 years. Since they were appointed on 24-8-1994 as per Ex. W6 memorandum in the year 1994, when there was no age restriction for engaging ex-casual labour borne on live casual register and only in the year 2001 the Railway Board has issued order regarding age limit and therefore, the Petitioner cannot be appointed at this juncture.

14. But, here again, though I find some force in the contention of the learned counsel for the Respondent, it is the mistake committed by the railway administration and therefore, this memorandum namely Ex. M7 will not be applicable to the case of the Petitioner. I find the Respondent/Management cannot take advantage of the mistake committed by the officials of the Respondent/Management and contended that the Petitioner has not worked for 703 ½ days. From the records maintained by the Respondent, it is clear that it is a mistake on the part of railway administration, which was omitted to mention the correct number of days worked by the Petitioner. Under such circumstances, I find, as pointed out by the Supreme Court, this Tribunal can consider the relief claimed by the Petitioner and the same cannot be rejected on the ground of delay and it can be properly moulded by this Tribunal in the facts and circumstances shown before this forum. Therefore, I find this point in favour of the Petitioner.

Point No. 2

The next point to be decided in this case is to what relief the Petitioner is entitled ?

15. In view of my foregoing findings that the demand of the Petitioner is legal and justified, I find the railway administration has to absorb the Petitioner into service, after rectifying the live register by entering the actual number of days the Petitioner had worked as Casual Labour and to give wages as on date to the Petitioner. No costs.

16. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 27th February, 2006.)

K. JAYARAMAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : WW1 Sri C. Shanmugavel
WW2 Sri M. Perumal

For the II Party/Management : MW1 Sri J. J. Dennis

Documents Marked :

For the I Party/Petitioner :

Ex. No.	Date	Description
W1	Nil	Xerox copy of the casual labour live register of Southern Railway, Madurai Division
W2	06-05-03	Xerox copy of the Respondent's Memo for correction of seniority list
W3	13-09-94	Postal acknowledgement card
W4	Nil	Xerox copy of the casual labour service card of Sri Perumal
W5	30-08-91	Xerox copy of the order of Central Administrative Tribunal In O.A. No. 603/90
W6	24-08-94	Xerox copy of the office order regarding empanelment of casual labour
W7	09-11-92	Xerox copy of the revised seniority list of project casual labourers as on 1-4-85.

For the II Party/Management :

Ex. No.	Date	Description
M1	Nil	Xerox copy of the casual labour service card of Petitioner
M2	Nil	Xerox copy of the casual labour service card of Petitioner
M3	30-10-02	Xerox copy of the letter from Petitioner to Respondent
M4	07-10-03	Xerox copy of the letter from Respondent to Assistant Commissioner of Labour (Central)
M5	Nil	Xerox copy of the list showing names of 45 Petitioners in O.A. No. 603/90.
M6	06-05-03	Xerox copy of the respondent's Memo for correction of seniority list.
M7	20-09-01	Xerox copy of the letter issued by Railway Board.
M8	11-09-86	Xerox copy of the letter issued by Railway Board.
M9	17-02-03	Xerox copy of the letter from Labour Enforcement Officer.
M10	Nil	Xerox copy of the service particulars of Mr. Perumal.

नई दिल्ली, 2 मई, 2006

का. आ. 2083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्टेग्रल कोच फैक्टरी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चेन्नई के पंचाट (संदर्भ संख्या आई डी-344/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-06 को प्राप्त हुआ था।

[सं. एल-41012/288/2003-आई आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. ID-344/2004) of the Central Govt. Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Integral Coach Factory and their workman, which was received by the Central Government on 2-5-06.

[No. L-41012/288/2003-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 24th January, 2006

Present : K. JAYARAMAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 344/2004

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Integral Coach Factory and their workman

BETWEEN

Smt. V. Bhavani : I Party/Petitioner

AND

The General Manager, : II Party/Management

Integral Coach Factory,
Chennai

Appearance :—

For the workman : M/s. R. Vaigai & Anna
Mathew, Advocates

For the Management : M/s. P. Arulmudi &
P. Srinivasan,
Advocates

AWARD

The Central Government, Ministry of Labour vide Order No. L-41012/288/2003-IR (B-I) dated 27-04-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

“Whether the action of the management of Integral Coach Factory is justified in terminating the services

of Smt. V. Bhavani with effect from 21-4-2003? If not, what relief she is entitled to?”

2. After the receipt of the reference, it was taken on file as I. D. No. 344/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner Union in the Claim Statement are briefly as follows:—

The Petitioner was appointed as substitute Bungalow Lascar after having been found medically fit to work in the residence of Sri K. Seshasayi, a Chief Personnel Officer, Southern Railway, Chennai. The appointment order dated 28-1-1999 was issued by Assistant Personnel Officer, Southern Railway. On 16-9-99 on completion of 120 days of continuous service, the Petitioner was granted temporary status with effect from 28-5-99. Subsequently, the Chief Personnel Officer has been transferred to ICF and the Petitioner was also transferred to ICF on administrative grounds and the Petitioner was allowed to continue as substitute bungalow-lascar in an existing vacancy of peon cadre. The Petitioner was also on completion of three years service absorbed in the peon cadre and her name is interpolated in the seniority of peon w.e.f. 28-1-2002. While so, to her shock and surprise, she was served with an order dated 19-4-2003 that her services are not required by the administration hence her services were terminated w.e.f. 24-1-2003. Though the Petitioner has given representation on 27-5-2003, it was rejected by the Respondent/Management. Hence, she has raised an industrial dispute and on failure of conciliation, the matter was referred to this Tribunal for adjudication. The Petitioner contended that even though on 19-4-2003 it is stated that Petitioner's services are not required by administration in the conciliation proceedings, the Respondent alleged some acts of misconduct alleged to have been committed by the Petitioner and therefore, if really, the Respondent have terminated the service of Petitioner on the ground of misconduct, they should have been initiated disciplinary action. But, the Respondent has not taken any departmental action and therefore, it is not valid. Once a person is regularised, even if she is on probation, she is an employee of the railway with full service protection and governed by Article 311 of Constitution of India. Further, the Petitioner is also a workman as per I. D. Act and the Respondent railway is an industry and therefore, the Respondent has to comply with the provisions of I. D. Act before terminating the Petitioner's service. But, the Respondent in violation of Sections 25F, 25G and 25N of the I. D. Act has terminated the Petitioner's service without following the mandatory provisions of I. D. Act and without holding any enquiry, the termination is not valid. Before termination the services of Petitioner, no notice or warning was issued and therefore, the termination is mala fide and not based on the material fact. Therefore, the termination is arbitrary

and violative of Petitioner's fundamental rights under Article 14 of Constitution of India. Hence, for all these reasons, the Petitioner prays that an Award may be passed directing the Respondent to reinstate her in service with full back wages, continuity of service and other consequential benefits.

4. As against this, the Respondent in its Counter Statement contended that no doubt, the Petitioner was engaged as substitute bungalow lascar w.e.f. 28-1-99 to Sri K. Seshasayi when he was working as Chief Personnel Officer in Southern Railway with certain conditions. Though the Petitioner was given temporary status on 28-5-99 she was not entitled to automatic absorption/appointment to railway services unless selected in the approved manner as per para 1515 of Indian Railways Establishment Manual. On completion of three years, no doubt, the Petitioner was provided seniority in the peon cadre as a regular employee w. e. f. 28-1-02 and allowed to continue as Bungalow peon to Chief Personnel Officer with probation for a period of two years as applicable to regular employees. During that period of probation she will not be entitled to notice of termination. Subsequent to her transfer to ICF the Petitioner started behaving erratically and her attendance and punctuality which was quite good till then had also become erratic. Since several oral instructions were not working, the officer had to bring to her notice about her shortcoming by issuing memo and a letter dated 8-2-2003 about her indifferent attitude towards her duties. Even after the receipt of memo, the Petitioner remained absent on 10-2-2003. Again a memo was issued on 10-2-2003 and she met the Chief Personnel Officer and apologized for her mistakes and assured that she would improve in her working. But, again she showed no improvement. Further, she submitted a leave application dated 11-2-2003 which was received by Chief Personnel Officer on 18-2-2003. The said leave was not sanctioned as she had not been obtained prior sanction and not even intimation was sent to office before availing leave. On 19-2-2003 the Petitioner promising improvement in the working, but she had not honoured her promise. Since she did not improve her way, she was again advised on 14-3-2003. Even after that she was not attending duty and therefore, her services were terminated. Since she was a temporary railway servant and on probation her services were not satisfactory, and no longer required to the officer to whom she was appointed, this termination was ordered. There was no necessity to initiate disciplinary action as it was never intended to take any disciplinary action. Since the Petitioner's services were not satisfactory to the officer to whom she was engaged as bungalow lascar, her services were terminated and month's salary in lieu of notice was given to her. The termination is covered by Section 2(oo) (bb) of the Act and therefore, not amounting to retrenchment and hence the question of following Section 25F does not arise. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are—

- (i) "Whether the action of the Respondent/Management in terminating the services of the Petitioner with effect from 21-4-2003 is justified?"
- (ii) "To what relief the Petitioner entitled?"

Point no. 1 :—

6. The admitted case of both the parties is that the Petitioner was appointed as substitute bungalow lascar as per appointment order dated 28-1-1999, a copy of which is marked as Ex. W1 and on 16-6-99, the Petitioner was granted temporary status by the Respondent/Management under the original of Ex. W2. She worked as bungalow lascar under the Chief Personnel Officer Sri K. Seshasayi and after his transfer from Southern Railway to Integral Coach Factory, the Petitioner was also transferred on administrative grounds and subsequently, the Petitioner was also absorbed in the cadre of peon under Ex. W5 order. While so, it was alleged that on 19-4-2003 the Respondent/Management has terminated her service and even her revision was also rejected. On the other hand, the Respondent alleged that since she was on probation and since her services are not satisfactory and the officer who had appointed her no longer required her service, it was decided to terminate the services of the Petitioner by giving one month's pay in lieu of notice by invoking Rule 1502 of Indian Railway Establishment Manual and she was terminated from service. The Petitioner questioning the termination as illegal, arbitrary and she prays for reinstatement in service with all attendant benefits.

7. Learned counsel for the Petitioner contended that even though the Petitioner was appointed as temporary lascar, no proper domestic enquiry was conducted to prove the alleged misconduct, if any, against the Petitioner. Even though it is alleged that she was terminated from service for unsatisfactory service, it is not established before any forum that the services of Petitioner was unsatisfactory, which is in violation of natural justice. She further contended that since the railway is an industrial establishment for which Chapter V-B applies and therefore, the conditions precedent before retrenchment were not followed. Further, the Petitioner has worked for more than 240 days in a continuous period of 12 months and she has been posted as Peon and therefore, without following the mandatory provisions, the Respondent/Management has passed order of termination, which is illegal, void ab initio. The Petitioner has examined herself as WW1 and she produced documents Ex. W1 to W12 namely Ex. W1 is the copy of appointment order, Ex. W2 is the copy of order granting temporary status to Petitioner, Ex. W3 is the copy of transfer order issued to Petitioner, Ex. W4 is the copy of order of Respondent on joining the Petitioner in ICF, Ex. W5 is the copy of order of absorption of Petitioner, Ex. W6 is the copy of addendum to order dated 19-3-02, Ex. W7 is

the copy of termination order and Ex. W8 is the copy of representation of Petitioner, Ex. W9 is the copy of letter from Chief Personnel Officer and Ex. W10 is the copy of 2A petition filed before labour authorities, Ex. W11 is the copy of reply filed by Respondent and Ex. W12 is the copy of rejoinder filed by Petitioner. On behalf of the Respondent one Mr. Swaminathan, Personnel Inspector was examined as MW1 and through him documents Ex. M1 to M10 were marked. Ex. M1 and M2 are the copies of letter from Chief Personnel Officer to Petitioner. Ex. M3 is the copy of letter dated 15-2-2003 from Chief Personnel Officer to Petitioner. Ex. M4 is the copy of representation given by Petitioner's father to Chief Personnel Officer. Ex. M5 is the copy of representation given by Petitioner in Chief Personnel Officer. Ex. M6 is the copy of letter from CPO to Petitioner. Ex. M7 is the copy of order of termination dated 19-4-2003. Ex. M8 is the copy of application for leave filed by the Petitioner. Ex. M9 is the copy of the note of Chief personnel Officer. Ex. M10 is the copy of relevant page of Indian Railway Establishment Manual with regard to Rule 1502. Ex. M11 is the signature of the Petitioner's father in the letter addressed to Respondent.

8. Learned counsel for the Respondent contended that the appointment of bungalow lascar is not governed by normal recruitment rules. The Petitioner was appointed by Sri K. Seshasayi, Chief Personnel Officer, Southern Railway and her services in the post is purely temporary in nature and at any point of time, the service of the Petitioner is liable to be discharged from duty within three years of services from the date of engagement without assigning any reason or notice if found unsatisfactory or in the case of officer not requiring his service or the officer getting transferred outside the Railways as per the conditions contained in the appointment order. Since the services of the Petitioner is not of permanent nature, it can be dispensed with subject to compliance of statutory or contractual requirement and her status is not higher than that of a temporary workman or a probationer. Further, it was argued that the Petitioner's appointment made in violation of mandatory provisions of statute and in particular, ignoring the minimum educational qualification and other essential qualification and therefore, it is illegal and such illegality cannot be cured by taking recourse to regularisation. Further, the completion of 240 days of continuous service in a year may not be itself a ground for directing an order of regularisation. It is also argued on behalf of the Respondent that it is not argued on behalf of the Petitioner that she was appointed in accordance with rules and regulations and therefore, she is not entitled to any relief claimed by her. Since the Petitioner has not performed her duties to the satisfaction of the officer, as per the terms and conditions of Ex. W1, she was discharged. Further from Ex. M1, M2 and M6, it is clear that on several occasions, the officer has given letters to the Petitioner stating that she was not regular in her work. It is further argued on behalf of the Respondent that even the Supreme Court and High Courts have held that in the case of probationer or a temporary employee, who has right to the post, such a termination of

service is valid and does not attract provisions of Article 311 of constitution and they can be discharged in terms of their contract and therefore, on any count, the Petitioner is not entitled to any relief.

9. But, as against this, the learned counsel for the Petitioner contended that it is well settled by the Supreme Court even in AIR 1964 SC 737 M/s. J. K. COTTON SPINNING AND WEAVING MILLS CO. LTD. Vs. LABOUR APPELLATE TRIBUNAL OF INDIA, wherein Three Members Bench of Supreme Court has held that "Section 2(s) of the I. D. Act mentions 'persons employed in any industry' and this expression cannot be construed literally and it includes persons employed in operations incidental to main industry and therefore, the Malis engaged or looking after the gardens of any industrial concern are workmen under section 2(s) of the Act. Since the Malis must be held to be engaged in operations which are incidentally connected with main industry carried on by the mills and were therefore, workman within section 2(s) and Section 2 of U. P. Industrial Disputes Act." She further relied on rulings reported in 2000 (3) SCC 239 V. P. AHUJA Vs. STATE OF PUNJAB AND OTHERS, wherein the Supreme Court has held that "probationer like a temporary servant is also entitled to certain protection and his services cannot be terminated arbitrarily or punitively without complying with the principles of natural justice, invoking terms and conditions of his appointment which permitted termination without notice." Learned counsel for the Petitioner contended that in that case appellant Mr. Ahuja was appointed as Chief Executive in the establishment of Punjab Co-operative Cotton Marketing and Spinning Mills Federation Ltd. and one of the terms of his appointment was that he would be on probation for a period of two years, which could be extended further at the discretion of management and it further provided that during the probation period, management shall have right to terminate his services without notice and his services were terminated by an order dated 2-12-98 and questioning the order, the Supreme Court has held as above that termination of service without following principles of natural justice is not valid in law. Further, it held that "a probationer like a temporary servant is also entitled to certain protection and his services cannot be terminated arbitrarily nor can those services be terminated in a punitive manner without complying with principles of natural justice." She argued that in this case, it is admitted that the Petitioner was employed as a temporary servant, even assuming for argument sake that her services can be terminated, it cannot be done without following principles of natural justice by ordering domestic enquiry. Learned counsel for the Petitioner argued that in this case, the Petitioner's services were not satisfactory to her superiors, but it was not established before this Tribunal that as to how her services were not satisfactory to her superiors. No doubt, some memos were issued to Petitioner for her alleged unsatisfactory service, but there is nothing to show that action was taken against her for the said memos. Under such circumstances, the order of termination issued by the Respondent/Management is not

valid in law Learned counsel for the Petitioner further contended that even assuming for argument sake that the Petitioner has received retrenchment compensation, in a ruling reported in 200 3 SCC 588 NAR SINGH PAL Vs. UNION OF INDIA AND OTHERS, the Supreme Court has held that "acceptance of retrenchment compensation by the employee could not validate such order of termination and the termination of service on the ground of assaulting the gateman without holding regular enquiry is not valid." Learned counsel for the Petitioner further relied on 1992 1 LLN 150 K. RAJENDRAN Vs. DIRECTOR (PERSONNEL) PROJECT AND EQUIPMENT CORROBORATION OF INDIA LTD. NEW DELHI wherein the Madras High Court has held that "employer cannot use terms of employment as a device to take it out of Sub-section (bb) of Section 2(oo) and termination on such grounds is retrenchment within the meaning of section 2(oo)" Learned Counsel for the Petitioner further contended that even the Central Administrative Tribunal, Madras in 1990 14 ATC 106 C. R. HARIHARAN Vs. CHIEF PERSONNEL OFFICER AND OTHERS held that "substitute bungalow lascar/peon terminated from service without giving any sufficient notice is not valid" and further held that "he is a workman and termination of his service amounts to retrenchment and such order of termination is invalid."

10. But, as against this, learned counsel for the Respondent further contended that the Supreme Court in 2005 SCC (L&S) 292 DHAMPUR SUGAR MILLS LTD. Vs. BHOLA SINGH has held that "when a workman is appointed in terms of a scheme of daily wages he does not derive any legal right to be regularised in service and completion of 240 days of continuous service in a year may not by itself be a ground for directing regularisation, particularly in a case when the workman had not been appointed in accordance with extant rules" and relying on this decision, learned counsel for the Respondent contended even though the Petitioner was given temporary status and she has been appointed to the cadre of peon and she was on probation and during her probation, her services were not satisfactory, she was terminated from service under Rule 1502 of IREM.

11. But, though the learned counsel for the Respondent contended that Petitioner is not entitled for regularisation, in this case we are considering, whether the termination of Petitioner is just and legal and the Petitioner has established the fact that she has completed more than 240 days in a continuous period of 12 calendar months and she has been posted in the cadre of regular peon and since the Petitioner has established that no domestic enquiry was held against her for the alleged unsatisfactory service, I find the order of termination passed by the Respondent/Management is not valid in law. As such, I find this point against the Respondent.

Point No. 2:—

The next point to be decided in this case is to what relief the Petitioner is entitled?

12. In view of my foregoing findings that the order of terminating the services of Petitioner is not justified, I

find the Petitioner is entitled to the relief of reinstatement. Therefore, I direct the Respondent to reinstate the Petitioner into service forthwith and she is entitled to all other attendant benefits. With regard to back wages, it is not the contention of the Petitioner that she was without any employment during the period between the date of termination and till this date and she has not adduced any evidence with regard to this. Further, the Respondent/Management has filed copies of memos issued by Chief Personnel Officer for her late attendance and also for her absence without leave. Under such circumstances, I find the Petitioner is entitled to only fifty per cent of the back wages. Ordered accordingly. No. Costs.

13. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th January, 2006.)

K. JAYARAMAN, Presiding Officer

Witnessed Examined :—

For the I Party/Workman : WWI Smt. V. Bhavani

For the II Party/Management: MWI Sri V. Swaminathan

Documents Marked :—

For the I party/Claimant :—

Ex. No.	Date	Description
W1	28-01-99	Xerox copy of the appointment order
W2	16-06-99	Xerox copy of the order granting temporary status
W3	26-07-01	Xerox copy of the transfer order issued to Petitioner
W4	02-08-01	Xerox copy of the appointment order issued to Petitioner
W5	19-03-02	Xerox copy of the order absorbing Petitioner as peon
W6	07-02-03	Xerox copy of the addendum to order dt. 19-03-02
W7	19-04-03	Xerox copy of the order of termination
W8	27-05-03	Xerox copy of the representation given by Petitioner
W9	17-06-03	Xerox copy of the letter from Chief Personnel Officer
W10	28-07-03	Xerox copy of the 2A petition
W11	22-09-03	Xerox copy of the reply filed by Respondent
W12	27-09-03	Xerox copy of the rejoinder filed by Petitioner

For the II Party/Management:—

Ex. No.	Date	Description
M1	08-02-03	Xerox copy of letter from CPO to Petitioner
M2	10-02-03	Xerox copy of letter from CPO to Petitioner
M3	15-02-03	Xerox copy of letter from CPO to Petitioner
M4	17-02-03	Xerox copy of the representation given by Petitioner's Father to CPO
M5	19-02-03	Xerox copy of the representation given Petitioner to CPO.
M6	14-03-03	Xerox copy of the letter from CPO to Petitioner.
M7	19-04-03	Xerox copy of the order of termination.
M8	11-02-03	Xerox copy of the application for leave.
M9	13-02-03	Xerox copy of the CPO note.
M10	Nil	Extract of terms and conditions applicable to railway servants and substitutes in temporary service.
M11	17-02-03	Xerox copy of the letter from Petitioner's father to Respondent.

नई दिल्ली, 2 मई, 2006

का. आ. 2084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कटक ग्राम्या बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या आई डी-42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-06 को प्राप्त हुआ था।

[सं. एल-12012/35/2004-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 2nd May, 2006

S.O. 2084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. ID-42/2004) of the Central Govt. Industrial Tribunal/Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cuttack Gramya Bank and their workman, which was received by the Central Government on 2-5-2006.

[No. L-12012/35/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT TRIBUNAL-CUM-
LABOUR COURT, BHUBANESWAR

PRESENT:

Shri N. K. R. Mohapatra,
Presiding Officer, C. G. I. T.-cum-Labour Court,
Bhubaneswar.

Industrial Dispute Case No. 42/2004

Date of Passing Award-31st March, 2006

Between :

The Management of the Chairman,
Cuttack Gramya Bank, Head Office,
Friends Colony, Bajrakabadi,
Cuttack-753001

... 1st Party-Management

And

Their Workman, Shri Duryodhan Lenka,
Plot No. 525, Mahanadi Vihar,
P. O. Nayabazar, Cuttack-753 004.

...2nd Party-Workman.

Appearances :

Mr. Prasanna Kumar Mishra, ...For the 1st Party
Management.

Shri Duryodhan Lenka ... For himself, the
workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-12012/35/2004 (IR(B-1), dated 14-06-2004.

"Whether the action of the Management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Duryodhan Lenka, a Protected workman w. e. f. 21-6-2003, a major penalty, without providing reasonable opportunity to defend himself following the principles of natural justice as well as in violation of Section 33 of I. D. Act is legal and justified. If not, what relief the workman is entitled to?"

2. The 1st Party-Management is a banking institution created under the Regional Rural Bank Act (RRB) Act, 1976. Earlier it was styled as Cuttack Gramya Bank but after the present reference it has been renamed and styled as Kalinga Gramya Bank and here-after it is referred as bank. After the award of the National Industrial Tribunal the staff Service Regulation of 1980 was replaced by another Regulation named as "Cuttack Gramya Bank Officers and Employees Service Regulation 2000", thereafter referred as 1st and 2nd Regulations respectively.

3. The admitted case of both parties as follows :—

The disputant employee Shri Duryodhan Lenka, hereinafter referred as disputant joined the bank in 1982 as a Field Officer which was subsequently designated as Field Officer in Scale-I Officer Grade under the Regulation of

2000. He was charge-sheeted on 22-3-2003 and dismissed from service on 21-6-2003 on the allegation of gross misconduct, negligence and dereliction in duties including disobedience of order and official circulars. Since during that time he was the General Secretary of the 2nd Party Union, the concerned Union declared him and few others as protected workmen and submitted a charter of demand on 20-5-2003. As the Bank did not recognize him as a protected workman and paid no heed to the demands a dispute was registered in the file of the Asst. Labour Commissioner (Central). During conciliation proceeding the bank took the stand that the disputant was not a workman within the definition of the Industrial Disputes Act and on 21-6-2003 dismissed him from service pursuant to the result of the enquiry. As a result the Union in question raised another dispute under Section 33-A of the Industrial Disputes Act contending that the dismissal of the workman during pendency of the conciliation proceedings was bad under law the same having not been done with the prior permission of the appropriate authority. This gave rise to several other litigation in different forms before the Hon'ble High Court and in the meantime the present reference was received from Central Government in their letter dated 14-6-2004 for adjudication of the following dispute.

"Whether the action of the management of Cuttack Gramya Bank having its Head Office at Cuttack in dismissing the services of Shri Duryondhan Lenka, a Protected workman w. e. f. 21-6-2003, a major penalty without providing reasonable opportunity to defend himself and following the principles of natural justice as well as in violation of Section 33 of I. D. Act is legal and justified. If not, what relief the workman is entitled to?"

4. Besides challenging the propriety and legality of the order of dismissal passed against the disputant, the 2nd Party-Union in his Claim Statement alleges that under the Regulations of the Bank the disputant has no doubt been designated as a Field Officer but in practice he is doing the work of a clerk. The post of Field Staff is a higher grade of clerical staff having no managerial or supervisory power but under its regulation the bank has put him and others under the category of "Officers" for convenience of business management of the bank. None of the employees put under the category of "Officer" in the Regulation have got any independent supervisory, administrative and managerial powers over the other employees. They have simply been entrusted with duties of clerical in nature with the responsibility to contact the customers for business promotion of the bank. Though they have been designated as "Officers" they are mainly entrusted to perform the work as a clerk when they are posted in Branch offices and fields. Neither the Branch Manager nor other officer of the bank has got the powers of appointment or to grant service benefits or take any disciplinary action against any staff of the bank. Therefore the disputant and all other employee falling within the category of "Officers" are all "workman" under the definition of the terms as defined under the Industrial Disputes Act and as such the plea of the Management as taken before the conciliation officer that the disputant is not a workman

stands to no logical reasonings. Coming to the departmental proceeding and the order of dismissal it is further averred by the Union that sufficient opportunity to defend himself before the enquiry officer was never given to the disputant but in the result the proceeding was closed *ex parte* arbitrarily and as such the order of dismissal is liable to be struck down with a direction for reinstatement of the disputant with full back wages.

5. Talking about the status of Shri Lenka the so called workman, it is averred by the management that under the Officers and Employees Service Regulation 2000, Officers, Br. Managers, Area Manager and Senior Managers come under the cadre of Group-A officers and their duties are mainly administrative and supervisory in nature. Three scale of pay such as Junior Management Scale-I, Middle Management Scale-II and Scale-III have been prescribed for these officers and the same is different from the scale of pay and other benefits provided to clerical staff coming under Group-B cadre. The officers such as Manager, Field Officer and Officers come under Scale-I and on their promotion they go to Scale-II as Manager (Scale-II), Senior Manager and Area Manager. As per the Regulation these officers are designated differently as specified by the Board of Directors from time to time with the approval of the Central Government and assigned different duties for promoting the banking business. The so called workman Shri Lenka being an officer of Scale-I was designated accordingly as a Field Officer in Junior Management Grade Scale-I with effect from 6-9-1982 and drawing a salary of Rs. 18,100 per month by the time he was dismissed from service on 21-6-2003. It is further contended by the Management that an officer designated as Field Officer can be posted as a Branch Manager of a Branch Bank and such Branch Manager can also be posted as Field officer on their transfer to some other branches. Each Branch Bank mainly consists of one Manager, one Field Officer, two Clerks and one Messenger. Out of these the Manager and Field Officer may be of same grade of Scale-I or one may be of Scale-II and the other is of Scale-I. But if officers of similar scale are posted in a branch the senior-most person is designated as Branch Manager while the other is designated as Field Officer. Depending upon their place of posting they are also designated merely as "Officer" and "Inspecting Officer". These officers from Scale-I to III are vested with several powers and they are accountable and responsible for exercising such powers, which includes the power of supervision and administrative control over other staff. Depending upon their place of posting they also exercise the powers of sanctioning loan within their sanctioning power as prescribed by the Board. The Junior Management Grade officers posted as Branch Manager also enjoy the power to settle the debts claim of deceased depositor, recommend for release or non-release of annual increments of clerks and Messengers of their branch and maintain their C. C. R. etc., recommend for disciplinary action and issue office orders for smooth functioning of their branch bank etc. On the basis of the above it is pleaded by the Management that the duties performed by a Branch Manager or Field Officer as also the other officers falling under Group-A category are purely supervisory and

managerial in nature and as such the disputant cannot be regarded as a "Workman" within the definition of Industrial Disputes Act and as such the Regional Labour Commissioner (Central) was neither competent to registered a case under Section 32-A of the Industrial Disputes Act against the Management nor the present reference is maintainable under law. Alternatively it is also pleaded by the management that the departmental proceeding on the basis of which Shri Lenka has been dismissed was fairly conducted with due opportunity to the delinquent officer to defend himself and that therefore the order of dismissal is also otherwise just, proper and proportionate to the charges and not open to challenge.

6. On the basis of above pleadings of both the parties the following issues were framed :—

ISSUES

1. Whether the Tribunal has got jurisdiction to try the case ?
2. Whether Shri Duryodhan Lenka is a workman ?
3. Whether Shri Duryodhan Lenka is a protected workman ?
4. Whether the domestic enquiry initiated against the workman was fair and proper and the punishment imposed was proportionate to the charges ?
5. Whether the workman has been dismissed from service in violation of Section 33(1) of the Industrial Disputes Act ?
6. If not, to what relief the workman is entitled to ?

7. Besides producing several documents the management has examined 6 witnesses of whom M. W. 1 is an Area Manager who enquired into the charges against Shri Lenka M. W. 2 is a Senior Manager who has testified about the various duties of the Field Officers and other officers. M. W. 3 is the General Manager who has testified about the duties of a Field Officer as also the duties performed by Shri Lenka as Senior Manager in charge in Planning & Development Deptt. of the Bank. He has also deposed about the charges levelled against Shri Lenka, the so called workman and M.W. 4 is a Senior Manager of the bank who has testified about the various duties of different officers including that of Shri Lenka. P. W. 5 is a Senior Manager of Planning and Development Department who has deposed about the duties rendered by the disputant while working as Senior Manager in-charge of Planning Development in 2002 and as a Branch Manager of Brahmapura Branch. M.W. is a Clerk-cum-Cashier who has narrated about the duties of a Clerk and how it differs from the duties of an Officer.

8. From the side of the 2nd Party-Union the so-called workman Shri Panda has alone been examined as W.W. 1.

ISSUES NO. 1 & 2

9. These issues are taken up first the same being the prime issue.

To say that the disputant as well as all other officers classified as Group-A Officers in the Regulation of 2000 are all workmen within the definition of the term of the

Industrial Disputes Act, the Union has pleaded in the following manner in different paras of its Claim Statement.

Para-8 : That according to Regulation 2000 of the Bank two authorities namely the Chairman and General Manager have been declared as the "employer" of the employees those who are working in the establishment. These two designated authorities have been supervising and controlling the services of different categories of employees according to the Regulation of 2000. The Chairman and the General Manager are not the employees of the establishment but have been posted on deputation on the pleasure of the sponsored UCO Bank. Therefore, the sponsored Bank is indirectly supervising and controlling the service of the employees as well as functioning of the Gramya Bank.

Para-10 : Except the Chairman and the General Manager of the Bank, no other officers and employees have been empowered to manage and supervise the Bank and employees. Hence all the employees have been declared as "Workman" as defined under the Industrial Disputes Act, 1947, except the Chairman & General Manager.

Para-15 : That the officers have no independent supervisory and administrative and managerial power over the other employees of the bank. They have been entrusted duties of clerical nature having responsibility to contact the customers for promotion of the business of the bank. Though the designation has been given to them as "Officers" but the main job have been entrusted to them to work as Clerk, when they are in branch office and field. Therefore, it is untrue that officers of Cuttack Gramya Bank has been discharging the duties of managerial and supervisory in nature. It is pertinent to mention here that neither the Manager of the Branch nor any of the officers of the bank has ever been entrusted the duties and responsibilities to appoint any employee and grant them service benefit, nor has any authority to control the services of the other staff by taking the disciplinary action. Therefore the officers including the 2nd Party-Workman (disputant) work under the direct supervision and control of the Chairman and the General Manager of the Bank as per the prevailing Regulation.

10. For better appreciation of the case the classification of officers as contained in the Regulation of 2000 is reflected as under :

(1) Group-A Officers

7. Scale-I

8. Scale-II

9. Scale-III

With designation in relation to any of the scale as

(v) Officers

(vi) Branch Manager

(vii) Area Manager

(viii) Senior Manager

and such other scales or designation as may be specified by the bank from time to time with the approval of the Central Government.

11. It is not disputed that a Branch Manager may be of Scale-II cadre of Scale-I cadre. It is also not disputed that Field Officer like the disputant come under Scale-I officer cadre and they can also be posted as Branch Manager of that cadre and that when posted in office they are simply known as officer with or without any other designation. In its above quoted pleading the Union has claimed that all the Group-A cadre officers come under the definition of workman in as much as none enjoy the power of supervision or administration. In other words it is claimed that the nature of work of all these Group-A officers is purely clerical and similar while the power of supervision, control and administration lies exclusively with the Chairman and the General Manager of the Bank.

12. It is the settled law that where the Management claims that the work of employee is supervisory and managerial, the burden of proving such fact lies on the management. In an attempt to prove the same the Management has produced various documents of which Ext.-3, 3/1, 3/2, 4, 5 and its enclosures, 5/1, 9, 10/2, 11 and 12 are found to be more relevant. Ext.-3 is a circular of 1998 regarding lending and non-lending powers of the officers. Ext.-3/1 is another circular dated 10-1-1997 regarding the duties and responsibilities of Addl. Officer and Field Officers. Ext.-3/2 is another circular dated 6-12-1995 relating to the duties and responsibilities of Additional Officers posted at Branches and Field Officers. Ext.-4 is another circular dated 20-8-1998 regarding delegation of administrative powers to various officers. Ext.-5 and its enclosure 5/1 is a letter dated 15-4-2002 addressed to all Branch Managers and officers to follow the circular dated 16-10-1998 issued in respect of settlement of deceased claims. Ext.-9 is another circular dated 21-6-2003 relating to cancellation of specimen signature of the disputant-workman after he was dismissed from service. Ext.-12 series are the various official documents such as vouchers, pay-in-slips, loan sanction orders, loan agreements etc. of Brahmapura Branch issued under the signature of the disputant as a Manager of that Branch. Ext.-13 series relates to various official documents of Planning & Development Deptt. issued under the signature of the disputant as the Senior Manager of that branch and Ext.-10/2 is the official circular dated 13-8-1991 relating to the duties and functions of Field Officers. Ext.-11 is an office order dated 24-5-2002 by which the disputant was kept in-charge of Senior Manager of Accounts & Planning Department. Ext.-11/1 and 11/2 are in relation to job allocation to Senior Manager and the disputant officer of Planning Department and Department of Information Technology.

13. As stated earlier the workman witness No. 1 is none but the so called workman of the case. He has been dismissed from service while working as Field Officer (Scale-I cadre Officer). In his lengthy affidavit evidence he has claimed that except doing the clerical work none of the Group-A officers including himself have the power of exercising control over the subordinate staff. They have equally no independent power of sanctioning loan to the public or the power of sanctioning leave to the subordinate staff. In a similar breath he has also claimed neither of these officer command the power of supervision or administration. The competent authorities such as the

Chairman and General Manager are the sole authority of sanctioning every kind of loans irrespective of its quantum and they are the sole persons to exercise administrative and supervisory control over the rest employees. During cross-examination he has denied each of the suggestion of the Management blatantly even though these suggestions are circular based. In other words he has deposed as if he is totally ignorant of the circulars and orders issued by the competent authority. A comparison of his above evidence with the circulars/office orders noted in the previous para would reveal this these witness has destroyed the truth by overstating his own case.

14. From the reading of the documents mentioned earlier it is clear that after the National Industrial Tribunal's award and the recommendation given by an Equation Committee these circulars have been issued detailing therein the various duties and powers of the officers of different grade including that of the post of Field officer which the disputant was holding prior to his dismissal from service. These circulars/orders show, as deposed by the Management witness, that officers of all grade enjoy both supervisory and administrative control depending upon their places of posting designation wise. Ext.-3 and its annexures dated 12-3-1998 show that the Branch Manager of Scale-I and II, Area Manager, Senior Managers enjoy both lending and non-lending powers and for each of them separate limits have been fixed depending upon the nature and type of loans. Similarly in the purchase committee headed by the General Manager, Senior Manager of different departments have been made members and officers like Branch Manager (Scale-I and II), Area Manager have been empowered to settle the claims of deceased persons within their prescribed limits. Similarly in the year 2002 a fresh guideline has been issued (vide Ext.-5 & 5/1) to Branch Manager (Scale-I and II), Area Manager, Senior Manager, CAD, Head Office prescribed their monetary limit to settle the claims in respect of credit balance in the accounts of deceased depositors where no nomination is available. Like wise under another circular dated 20-8-1998 (Ext.-4) administrative powers have been delegated to officers like Senior Manager (Personnel Admn. Deptt.), Area Manager, Manager of both Scale-I and II to grant C.L., E.L., Surrender leave and sanctions T.A. bills, LFC/LTC bills, joining time leave, festival advance, medical aid expenses of their respective staff members within their limits prescribed therein.

15. Admittedly the disputant was a Scale-I officer and he was designated as Field Officer. It is the admitted case of both parties that, Br. Manager (Scale-I) and Field Officers are inter-changeable. In a Branch the senior person is posted as a Branch Manager while the junior is posted as Field Officer. Depending upon these posting they are also required to work as officer without any special designation when they are posted in General Administration Deptt. and Planning & Development Department. This shows that depending upon their place of posting these officers exercise different powers but that does not mean that they are different from the other. From the various circulars referred to earlier it is crystal clear that when a Field Officer is posted as Branch Manager he would be enjoying the lending and non-lending power and the

power of exercising control over his subordinate staff by granting them different types of leave and sanctioning their T.A., L.T.C. bills etc. Like wise when the self same officer is posted as Field Officer he is naturally required to do a different types of job none the less both administrative and supervisory which is evidence from circular dated 13-8-1991 (Ext.-10/2) issued on the basis of National Industrial Tribunal award. This circular details the duties and function of Field Officer as follows.

Duties & Functions of Field Officer

- a. Survey the village under the Area of operation of the Branch as per Reserve Bank of India guidelines relating to Service Area Approach.
- b. Identification of borrowers, canvassing of loan applications, conducting of village meetings and scheme formulation.
- c. Receipt, Preliminary Scrutiny of loan applications and obtaining required particulars.
- d. Processing of loan applications, pre-sanction visit to the borrowers farm/site, appraisal of loan proposals and recommendation for sanction. The report of the pre-sanction visit must be noted down in the pre-sanction visit register.
- e. Obtaining required documents from the borrowers renewal of documents etc.
- f. Distribution of loans and verification of utilization of loan. Suitable arrangements for disbursement of kind component.
- g. Post sanction visits to borrower, follow up and Recovery. Periodical contact with borrowers, reporting of the adverse features of the borrowers.
- h. Preparing papers/notices for certificate case Section 4(1) filing of Suits, OPDR cases in case of defaults etc.
- i. Liaison with government and other agencies connected with Agricultural Development.
- j. Attending various meetings such as BLCC, BLBC meetings, D.C.C. meeting etc. (if called for specially) convened by the Government as well as non-Government agencies as directed by Manager of the branches.
- k. Providing technical guidance to branches/customers various aspects of developmental work.
- l. Maintenance of D.C.B., Register, Preparation Statements in connection with advance and others.
- m. Balancing of loan accounts.
- n. Deposit Mobilization and Promotion of thrift.
- o. Besides, Field Officer should know the day to day Banking Transactions, Preparation of vouchers, release of vouchers, preparation of supplementary,

cash book, G.L., G.L.B. etc. so that in absence of the Manager, he can hold the Branch charge and other duties assigned by the Manager from time to time.

16. Thus the duties of a Field Officer or the Branch Manager are found to be both administrative and supervisory in nature. So also the duties assigned to Senior Manager Area Manager equally of that nature. Further more the disputant in his evidence has categorically admitted that on several occasions he was asked to function as Branch Manager during the temporary absence period of a regular Branch Manager. But when asked about the powers and functionings of a Branch Manager he states that neither the Branch Manager of both Scale-I and II nor the Senior Manager or the Area Manager has got the powers of sanctioning of loan and supervising the work of others. He further stated that excepted the Chairman and the General Manager none of the above mentioned officers including a Field Officer has got the powers of exercising administrative control over the subordinate staff. According to him all the loans irrespective of its quantum are being sanctioned by the Chairman himself and in no case the Branch Manager or other officers have been delegated with such powers. But such of the evidence of the disputant appears like a cock and bull story when compared with the various circulars referred to above. As it seems he is quite clever enough to bully and distort the real state of affairs. His evidence during cross examination reveals that as a Branch Manager of Brahmapura Branch he has signed several agreements marked Ext.-12 and 14 on behalf of the bank, made payment of gold loans, passed various pay-in-slips, allowed payment of withdrawals, recommend to the Chairman for sanction of heavy loan amount, sanctioned gold loans (Ext.-12, 12/1), exercised his discretion in sanctioning loans in special circumstances (Ext.-12/3), all under his signature. Similarly Ext.-R, R/1 which the disputant has filed shows that as an Officer on Special Duty he has submitted his weekly progress report on Deposit Mobilization suggesting therein his personal views for modification of a circular (Ext.-R). His other document marked a "T" shows that while working in Brahmapura Branch he was in charge of gold security. Furthermore his evidence show that he was for some time kept in charge of Senior Manager of Planning and Development Deptt. and in such capacity he has signed the Budget Statement (Ext.-13 and 13/1) on behalf of the bank, sent various types of consolidates statements on deposit and advances of the Bank as whole to its sponsored UCO Bank vide Ext.-13/2 to 13/5. Ext.-13/6 further indicates that as a matter of duty and higher responsibility he being in charge of Senior Manager of the Planning & Development Department has calculated the premium over the total deposits of the Bank under his own signature. In his evidence the disputant-workman (W.W.1) has also admitted that as Field Officer his duty was to make investigation to ascertain the eligibility of a customer to get loans and submit an Appraisal Report thereof by limiting the amount of loan to be placed before the competent authority for sanctioning of loan with his lending powers. He has also admitted in his evidence that

the Field Officers have been entrusted with duties and responsibilities to mobilize deposits by contacting resourceful persons of the area and submit Appraisal Report for sanction of loan. He has also stated that each month the Field Officer used to go on tour minimum for 20 days a month to ascertain the proper utilization of loan amount. He was also stated that the Field Officers are authorized to pursue recovery of unpaid loans and to make publicity in the locality about different schemes of the bank by arranging seminars, village meetings etc. and for this he is required to type out documents and papers, maintain village-wise registers, D.C.B Registers, loan balancing registers and loan registers and used to calculate interest on loan accounts, etc. At Para 16 to 23 of his affidavit evidence he has also narrated about the other duties as contained in Ext.-10/2 all pointing at a single direction that the work performed by a Field Officer in whatsoever capacity is not at all clerical in nature. It was rather a mixture of both Managerial and Supervisory nature as evident from the various documents noted earlier. Thus from the various discussions made above, it is clear that the work performed by the disputant in different seats and capacities is not at all clerical in nature. Rather it suggests that his basic duty was both supervisory and administrative in nature. While narrating about the afore-stated duties of a Field Officer the disputant has of course given an explanation each time that the Field Officer used to do all these under the direction, administrative control and supervision of the competent authority and that except the said authority no other officer was competent to utilize his Appraisal Report or to exercise control over his work. But as these explanations are found to be contrary to the official circular and orders the same cannot be accepted. Rather for extending such explanation the disputant can be accused of distorting the real fact with the sole aim of misleading the Tribunal.

17. It was argued on behalf of the 2nd Party-Union to declare a person's job as managerial or supervisory it is to be established that the person concerned had the power of taking disciplinary action against the staff, he had the power of sanctioning leave of the staff and that he was capable of taking independent decision so as to bind the Management and that there being no such evidence about exercise of such power by the disputant-workman he is to be treated as a workman as defined under Section 2(S) of the Industrial Disputes Act, his job being purely clerical in nature. It be noted here that, with reference to the term "Workman" as defined under Section 2(S) of the Industrial Disputes Act the Apex Court have held in the case between the Management of Sonapat Co-operative Sugar Mill Ltd., - Versus-Ajit Singh reported in 2005-5-1-LLJ-SC 1122 that :—

A person would come within the purview of the said definition if he (i) is employed in any industry and (ii) performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work. The job of a Clerk ordinarily implies stereotyped work without

power of control or dignity or initiative or creativeness. The question as to whether the employee has been performing a clerical work or not is required to be determined upon arriving at a finding as regards the dominant nature thereof with a view to give effect to the expression to do "any manual, unskilled, skilled, technical, operational, clerical or supervisory work" the job of the concerned employee must fall within one or the other category thereof. It would therefore not be correct to content that merely because the employee had not been performing any managerial or supervisory duties ipso facto he would be a workman.

18. It is pertinent to quote a legal saying that man lie but a document would never lie. Therefore, when the documents produced by the Management squarely speak of the various duties of different officers including that of the disputant and such duties being administrative and supervisory in nature, it can hardly be believed, as claimed by the Union, that the job of all the officers falling under Group-A are clerical in nature. In the case of Young Women's Christian Association of India reported in 2005-1-LLJ-643 (Delhi) it has been held that :—

"It is to be presumed that the employee does the job that he or she is employed to do. This is of course a rebuttable presumption the onus being on the employee to show that he or she was actually doing some other work he or she was employed to do."

19. Therefore in the face of the documents and the oral evidence adduced by both parties and by taking into account the pay scale of the disputant it can be said that the Union has miserably failed to rebut the above presumption of law and as such its arguments that all the Group-A Officers including the disputants are workman within the meaning of the term falls to the ground as the dominant nature of duties of these officers are neither clerical, nor technical nor skilled or or unskilled or devoid of dignity. Therefore, considering the evidence adduced by both parties I hold in totality of the entire evidence both oral and documentary that neither the disputant so called workman Shri Duryodhan Lenka nor any of the Group-A officers fall within the definition of workman and such the reference is held to be not maintainable.

ISSUE NO. 3 to 6

20. In view of the above finding on Issue No. 1 & 2 answering of other issues become redundant and as such needs no answer.

21. Accordingly the reference is answered as not maintainable with the observation that the Government would have avoided the perpetuity of the litigation had the Conciliatory Agency been little investigative before recommending the case to the Government.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली 3 मई, 2006

का. आ. 2085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 119/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02/05/2006 को प्राप्त हुआ था।

[सं एल-12011/54/2002-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd May, 2006

S.O. 2085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. No. 119/2002 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 02-05-2006.

[No. L-12011/54/2002-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, LUCKNOW

PRESENT:

SHRIKANT SHUKLA, Presiding Officer

I.D. No. 119/2002

Ref. No. L-12011/54/2002-IR(B-II) Dt. 17-6-2002

BETWEEN

The State Secretary
Syndicate Bank Employees Union
U.P. State Committee
211, Vinay Palace, Ashok Marg
Lucknow.

AND

Syndicate Bank
Dy. Gen. Manager, SB, Zonal Office
Naval Kishore Road,
Lucknow(U.P.) 226001.

AWARD

The Government of India, Ministry of Labour, New Delhi referred the following dispute vide Order No. L-12011/54/2002-IR (B-II) dt. 17-6-2002 as amended vide corrigendum no. L-12011/54/2002-IR (B-II) dated 24 Oct., 2002 for adjudication to the Presiding Officer, CGIT-cum-Labour Court, Lucknow:

"Whether the action of the management of Syndicate Bank Lucknow in terminating the services of Sh. Shanker Kumar, Part-time Sweeper w.e.f. 9-8-2001 is legal and justified? If not what relief the concerned workman is entitled to?"

Trade union has filed the statement of claim stating that the Syndicate Bank (hereinafter referred to as the bank) opened an Extension Counter at Little Angles School, Indira Nagar, Lucknow on 23-12-99, and from the date of opening of the Extension Counter at Little Angles School the bank appointed Sri Shanker Kumar who was earlier working as Badli part-time sweeper at the bank's Zonal Office, Lucknow for pretty long time, on 1/3 scale wages i.e. from 23-12-99 Shanker Kumar (hereinafter referred to as the workman) was often entrusted the duties of a attender (Peon in the Bank is called attender) worker was paid to establishment head and he was required to sign the attendance register meant for regular employees of the bank each day. Worker was working in the extension counter of the bank against clear vacancy. The office incharge of Little Angle School, Indra Nagar, Lucknow verbally terminated the services of the worker at the close of office hours on 9-8-2001 without assigning any reason for termination, without payment of notice pay and retrenchment compensation. The trade union under the circumstances represented to Dy. General Manager vide letter No. LKO/UPSC/SS/277/2001 dt. 21-8-2001 requesting to allow the workman to continue working at his post at extension counter. Chief General Manager of Zonal Office, Lucknow of the bank issued letter dt. 18-9-2001 appointing the worker for 2 months on consolidated wages of Rs. 450 at the bank's extension counter Board of Revenue, UP offices at Lucknow. The workman did not accept this offer because his salary reduced from 1/3 scale wages to Rs. 450 and his appointment was attempted to be made a contractual appointment.

Trade union has alleged that the termination is illegal therefore the workman is entitled to be reinstated with full back wages and his absorption in permanent service of the bank.

The Chief Manager of Zonal Office of the bank has filed the written statement objection taken besides offer is that. The General Manager, Syndicate Bank Zonal Office, Meerut has not been impleaded as opposite party. It is admitted that the worker was engaged as part-time sweeper i.e. 23-12-99 on temporary basis at the extension counter of the bank at Little Angles School. Bank apart from running various branch was also having staff Training College at Lucknow. Administrative decision was taken by the management of the bank for closing/shifting of staff Training College to Meerut and in lieu the Regular/Permanent part-time sweeper who was employed at Staff Training College was shifted/transferred to extension counter. On such transfer the services of Shanker Kumar were discontinued. However, the bank again offered temporary employment to Shanker Kumar at its newly opened extension counter at Board of Revenue, UP office, Lucknow and directed the worker to join duties there on or before 25-9-2001, but he did not report for duties. Shanker Kumar was not employed as per stipulated rules. Any regular appointment in the category of workman in sub-

staff cadre (part-time/full-time/scale wages) can only be made as per the Government guide lines relating to notification of vacancies to employment exchange, reservation of SC/ST, physically handicapped, Ex-serviceman etc. The worker never undergone the prescribed process for his employment, because his services were entitled on temporary basis. The worker was not entitled to retrenchment compensation as he was not validly appointed in the service of the Bank. There can be no compensation in the case of engagement on casual/temporary basis.

It is submitted that the Government of India has come out with an approach paper in the year 1990. The approach paper states that the cases of temporary employees who have put in not less than 240 days of temporary service in 12 consecutive months and who are entitled to the benefit of Section 25F of the I.D. Act, may be decided by entering into a settlement with the representative union. It is admitted fact that the services of Shanker Kumar were engaged at zonal office from time to time as Badli PTs in temporary vacancy caused in the absence of permanent workman as per the provisions of Bipartite Settlement. The wages paid to part-time sweeper of the bank are fixed on the basis of carpet area of the branch as per the settlement. It is also admitted that whenever the permanent attender proceeds on leave, the duties were entrusted to the worker for which they ever suitably compensated as per the rules. It is also admitted that expenses which are incurred for sweeping/cleaning the branch are being debited to establishment head and such persons who are being paid the charges from establishment head are also allowed to sign the attendance register so as to keep record of such work and entrustment of duties. With regard to allegation of the worker that he had worked in clear vacancy the management of the bank has stated that vacancy can increase or decrease as per the required business ground/mechanization process/opening or closing of the branches. The claim of the union that there was a clear vacancy is not admitted to the bank. The worker in para 11 of their statement of claim has submitted that the bank has admitted before the Asstt. Labour Commissioner (C) Lucknow that the workman worked continuously from 23-12-99 upto 9-8-2001 except his absence as detailed hereunder:

April	2000	18 days
Oct.	2000	3 days
Nov.	2000	4 days
Dec.	2000	4 days
Jan.	2001	2 days
April	2001	2 days
May	2001	7 days
June	2001	3 days
July	2001	10 days

From the foregoing, there is an admission on the part of the bank that the workman worked for the full year preceding 9-8-2001 except his absence for 35 days between 10-8-2000 to 9-8-2001.

Replying to the above facts the management has stated that the matter is on record and needs no comment from the opposite party. However, it is submitted that the services of the worker were utilised purely on temporarily basis and such temporarily appointment does not confer any statutory right to regularisation. In the circumstances the bank management has stated that the disengagement of the services of the worker is legal and justified and the worker is not entitled to any relief.

Worker has not filed rejoinder on the stipulated time. However, on the date fixed for evidence worker was allowed 15 days time to file rejoinder after payment of Rs. 200/- as cost to opposite party and the worker did file their rejoinder on 9-2-2004.

Opposite party has filed following documents with list C-17

1. Syndicate Bank head office, Manipal circular No. 48/88/BC dated 15-2-88.
2. Syndicate Bank head office, Manipal circular No. 63/2001/BC dt. 10-4-2001.
3. Syndicate Bank head office, Manipal circular No. 134/2001/BC/IRD dt. 29-8-2001.
4. Syndicate Bank Zonal office, PDWS, Lucknow letter reference No. AAKAL/KA-VI-A/ASTHAYI/NIYU/PTS/491/01 dated 18-9-01 addressed to Sri Shanker Kumar S/o. Sri Ram Lal.
5. Letter dt. 6-10-2001 by Sri Shanker Kumar, addressed to the Chief Manager, Syndicate Bank Zonal office, Lucknow.
6. Syndicate Bank Zo:PD: Lucknow letter reference No. Zon/PD/WM/541/Temp/PTS/2001 dt. 12-10-2001 addressed to Sri Shanker Kumar and sent by registered A.D. Post.

Trade union has submitted that carpet area of Staff Training College, Lucknow was eligible for a PTS on full scale wages and consequent upon the closure/shifting of STC, Lucknow the PTS posted there should have been posted to a branch suited for full scale wages whereas the carpet area of Little Angles School, Lucknow was far less and by posting a PTS on full scale wages and terminating the services of a PTS scale wages. This amounts to violation of provision of Bipartite Settlement. It is further submitted that the worker had continuously worked for more than 240 days in a calendar year before his termination from the services and as such it was illegal and unjustified and in violation of Section 25 F of the I.D. Act. The worker has also submitted that the worker was appointed in extension

counter on permanent basis. It is reiterated that the worker was working against clear vacancy.

The worker has filed earning record along with rejoinder and has also filed Saving Bank account pass book of the worker. Worker has examined himself and he has been cross-examined by the representative of the opposite party while the opposite party bank has examined Manager Personal Sri A.K. Srivastava who has been cross-examined by the representative of the opposite party.

Parties have filed written arguments.

I have carefully gone through the pleadings of the parties evidence on the record and the arguments forwarded by the parties. It is admitted by the parties that no written appointment letter was given to the worker on his joining on the extension counter. The worker as well as the witness of the management has stated so.

This is also admitted fact that the worker Shanker Kumar started working from very first day of the opening of the bank i.e. 23-12-99 and the worker was being paid 1/3 of the scale.

It is also not disputed that the worker worked at extension counter as PTS till 9-8-2001.

It is also not disputed that the opposite party bank admitted before the Asstt. Labour Commissioner (C) Lucknow that the workman worked continuously from 23-12-99 up to 9-8-01 except his absence as detailed hereunder;

April	2000	18 days
Oct.	2000	3 days
Nov.	2000	4 days
Dec.	2000	4 days
Jan.	2001	2 days
April	2001	2 days
May	2001	7 days
June	2001	3 days
July	2001	10 days

Thus from the foregoing table it is clear that the workman had worked at the extension counter for the full year preceding 9-8-01 except his absence for 35 days. Therefore, it is incorrect to say that the worker did not worked for more than 240 days preceding his termination within a calendar year. I fail to understand why the provision of Section 25F of the I.D. Act is not applicable in the present case.

The worker has sought relief that the workman is entitled to absorbed in the permanent services of the bank, meaning thereby the worker was not in permanent services and was not in regular services of the bank and therefore

he could not get the appointment letter. It is incorrect to say that the worker was in the permanent services of the bank. Worker claims his service before his engagement at the extension counter although prior to his engagement on the extension counter the worker was earlier working as Badli PTS at bank's Zonal Office, Lucknow although the period is not established. This fact is made out from the perusal of statement of claim and written statement.

From the written statement of the bank it is clear that the worker was disengaged from the extension counter as regular PTS who was employment at Staff Training College was shifted and transferred to extension counter as a result of closing/shifting of Staff Training College, Lucknow. Unless there was a clear vacancy how are/regular/permanent part time sweeper could be posted at the extension counter. It means that there was a clear vacancy at extension counter at Little Angles School where worker was working as par time sweeper. No doubt the worker was working there as temporarily part time sweeper at 1/3 of the scale.

It is submitted by the management of the bank in the written statement that the worker cannot claim regularisation/absorption. The second plea is that since the worker was only temporarily employee and therefore he is not entitled to protection under Section 25F of the I.D. Act.

Para 13 and 14 of the statement of claim filed by the trade union is material in this respect which is reproduced as under :

"That being aggrieved the workman brought the matter to the notice of the union. The union under the circumstances wrote a letter No. LKO/UPSE/SS/277/2001 dt. 21-8-01 to the Dy. General Manager, Lucknow of the bank requesting to allow the workman to continue working at his post at extension counter."

"That thereafter the Chief Manager of Zonal Office, Lucknow of the bank issued a letter dt. 18-9-01 appointing the workman for two months on consolidated wages of Rs. 450/- at the bank's extension counter at Board of Revenue office at Lucknow. That this letter of the bank was a clever attempt on the part of the bank to bring the case of the workman to be covered by section 2 (oo) (bb) of the I.D. Act. Parawise reply of the above para is given in para 30 of written statement which is as under:-

"That the contents of para No. 13 and 14 of statement of claim it is submitted that the Syndicate Bank Employees Union (SBEU) was very well aware of the glaring fact that Staff Training College is going to be close and the staff working at Staff Training College to be adjusted/deployed as per the policies of the bank. The permanent part-time sweeper who was working in Staff Training College was transferred to Little Angles extension counter, Lucknow. It is further submitted that the bank was opening its new extension counter at Board of Revenue at Lucknow

and Sri Shanker Kumar was issued a letter to work there on consolidated wages of Rs. 450 for a period of two months.”

The above pleading shows that the worker was disengaged from extension counter on 9-8-2001, trade union espoused the cause with the management on 21-8-2001 and the management on 18-9-2001 issued an order appointing the worker for 2 months on consolidated wages of Rs. 450 at the bank's extension counter at Board of Revenue Office at Lucknow. From the said order two things are clear :

1. The salary of the worker was substantially decreased from 1/3 of scale pay to only 450/- consolidated.

2. The worker could be disengaged again after two months and the same would not amount retrenchment under section 2 (oo) (bb) of the I.D. Act.

The above act of the management is therefore not fair and justified.

It is admitted fact that the worker did not join extension counter at Board of Revenue Office, Lucknow as per the appointment order of the bank. The denial of the worker to join is contained in the application of the worker and the copy of which has been filed and which is on the record.

The management has argued that the appointment of the worker was purely temporary basis at extension counter at Little Angles School and subsequently was directed to report for duty at newly opened extension counter at Board of Revenue Office, Lucknow on or before 25-9-2001 where he did not report for the reasons best known to him and thus question of its continuation/termination of his services was never arose and the same automatically stand discontinued on account of non-joining of duties at extension counter at Board of Revenue, Lucknow by the worker.

It is further argued on behalf of the management that the worker was neither panel candidate nor sponsored by the Employment Exchange for such appointment and he was free to leave the job at any given point of time and the bank could have got the work done from other persons. In the circumstances the violation of Section 25F of the I.D. Act was never arose as he himself refused to work at the place where he was directed to report for duty without any valid or legal ground. There can be no retrenchment compensation either as the workman himself refused the job. It is also argued that the workman could not compel the bank for a particular place but in the present case workman himself refused to join his duty at his new place of posting and left the job of the bank with own and thus there is no violation of any provision of I.D. Act.

In the present contest argument is misleading. The worker disengagement on 9-8-2001 amounts to termination and when trade union took the cause with the management

then another appointment letter was issued depriving the worker the wages he was earning prior to his termination. It is not a fact that on 9-8-2001 itself the management of the bank directed him to join the extension counter of Board of Revenue. The cause of action arose on 9-8-2001. The management has right to retrenchment a person who has continuous service of more than 240 days in a calendar year presiding his termination. But at the same time the management has certain obligations are :

1. Notice to be given in lieu of notice pay is to be given.

2. Retrenchment compensation is to be given.

Section 25 F of the I.D. Act is reproduced below;

25F: Conditions precedent to retrenchment of workmen; No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice.
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate government (for such authority as may be specified by the appropriate Government by notification in the Official Gazette).

The workman can not compel the employer for his appointment at the same place, but at the same time certain obligations are cause upon management. The law does not discriminate the temporary worker from the regular worker so far as Section 25F is concerned. To restrict the retrenchment the legislature with intent to protect the rights of labour in acted I.D. Act.

I do not agree with the arguments forwarded by the management that the worker could be retrenched without notice, notice pay or compensation.

In the present case it was not necessary for the worker to implead the General Manager of the Bank sitting at Meerut.

From the discussions above I come to the conclusion that the disengagement/termination of the worker from extension counter Little Angle School is neither legal or justified. The issue is therefore answered in negative in favour of the worker.

Now the question what is the relief worker to which is entitled.

The present case is for adjudication of termination of the worker from services w.e.f. 9-8-2001. The reference order does not permit to court to travel beyond the reference order and since the issue of absorption is not referred therefore the relief can not be granted to. However, the facts of the case are that the worker was not appointed as regular part time sweeper in the bank on the regular basis after abserving, the due procedure. Every government deptt. and undertakings as prescribed procedure for recruitment of employees and court can not permit the worker to enter in the bank service through back door. In the circumstances the relief of absorption can not be given. So far as the reinstatement is concerned the worker is entitled to it as the termination order is bad in law.

The management of bank made at discretion to post the new incumbent in place of the worker to other suitable branch/extension counter of the bank.

It is submitted by the representative of the worker that as part time sweeper had 1/3 scale the worker drawing wages of about 1500. It can be noticed that now it is the labours are at average earning Rs. 75 per day which comes about more than 2000 per month. In the circumstances the worker could have to earned meagure amount of Rs. 1500 from employing himself as labour and since he has not worked. Since 9-8-2001 till date he is not entitled to the full wages. However as the worker has been terminated without fault of his own therfore in fitness of the case he is entitled to 25% of the back wages. Award passed accordingly.

Lucknow

24-4-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 3 मई, 2006

का. आ. 2086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तामील के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चैन्नई के पंचाट (संदर्भ संख्या 393/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 02-05-2006 को प्राप्त हुआ था।

[सं एल-29011/31/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 3rd May, 2006

S.O. 2086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 393/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of T.A.M.I.N. and their workmen, which was received by the Central Government on 2-5-2006.

[No. L-29011/31/2004-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDSUTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Friday, the 17th February, 2006

PRESENT: K. JAYARAMAN, Presiding Officer

Industrial Dispute No. 393/2004

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of TAMIN and their workmen)

BETWEEN

The Secretary, Salem : I Party/Claimant
Mavatta Kanima Niruvana
Uzhiyar Sangam, Mettur Dam

AND

The Manager, : II Party/Management
Tamin, Erode

APPEARANCE:

For the Claimant : M/s. D. Hariparanthaman
Advocate.

For the Management : Sri S. Senthilnathan,
Advocate.

AWARD

The Central Government, Ministry of Labour vide Order No. L-29011/31/2004-IR (M) dated 28-7-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

“Whether the claim of wages for Smt. A. Muthammal for the period from 9-11-1994 to 21-12-1997 by the Salem Mavatta Kanima Niruvana Oozhiyar Sangam against the management of TAMIN, Erode is legal and Justified? If so, to what relief the workman is entitled?”

2. After the receipt of the reference, it was taken on file as I.D. No. 393/2004 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The party union espouses the cause of the concerned workman namely Smt. A. Muthammal who is a member of the I Party union. The said Smt. Muthammal was an employee as unskilled labour in A. Kunnathur quarry. While so, the Divisional Manager Mr. Boopathy visited the quarry on 7-11-94 and he asked the concerned employee to come to his office at Karur on the next day and when the concerned employee gone there, the Divisional Manager

told her that she would not be given employment as she allegedly abused the officials. Further the said Smt. Muthammal was denied employment in A. Kunnathur quarry from 9-11-94. Even when the concerned employee wrote a letter to the Divisional Manager and even when the Petitioner union has given a representation, the Respondent/Management has not consider the request to employ the concerned employee. After that the Petitioner union has given a representation to the Labour Enforcement Officer in which they have categorically stated that the concerned employee was denied employment from 9-11-1994. During the conciliation on 7-12-94, Labour Enforcement Officer advised the II Party/Management to provide employment to Smt. Muthammal. But in the meantime, the Respondent/Management issued a memo on 21-11-94 making allegations that Smt. Muthammal refused to carry out duties and that she abused the officials including Pani Thunaivar. Again the II Party/Management issued a memo on 17-4-95 alleging that Smt. Muthammal was unauthorisedly absent from 9-11-94. The mere fact that no such allegation was made in their earlier charge memo dated 21-11-94 would make it clear that the memo dated 17-4-95 is making false allegations to subserve their interest. The concerned employee sent a detailed reply on 28-8-95 explaining the facts in detail. While so, the Respondent/Management has sent an employee to the concerned employee while she was in her relative's house. Since she refused to sign any paper fearing that the same would be utilized as if she resigned or as if she admitted the charges without understanding the contents. While so, the concerned employee was served with 2nd show cause notice dated 8-8-96 alleging that she was found guilty of unauthorized absence from 9-11-94 as alleged in the charge memo in the ex-parte enquiry conducted on 10-11-95. The concerned employee sent a reply on 5-9-96 and after considering his reply the II Party/Management decided to ignore the ex-parte enquiry held on 10-11-95 and the concerned employee was asked to appear for enquiry on 30-6-97. The concerned employee participated in the enquiry but she was not given a copy of findings or enquiry proceedings and the II Party/Management straight away issued punishment order on 16-12-97 based on the findings dated 18-8-97. It is stated in the order that the charges made in memo dated 21-11-94 were not proved and she was provided employment. Further, it is stated that she would not be given wages from 9-11-94 on the principle of no work no pay. The concerned employee immediately joined duty on 20-12-97 but to her surprise, she was given wages which was received on 9-11-94. Her appeal to pay wages was rejected the Respondent/Management. The punishment order deprives the concerned employee wages from 9-11-94 on the ground that she was absent from 9-11-94 and she was not entitled to wages, which is factually not correct. It is only the II Party/Management who denied employment to Smt. Muthammal from 9-11-94. Hence, the Petitioner Union prays that an award may be passed holding

that the claim of wages of Smt. Muthammal from 9-11-94 to 2-12-97 is legal and justified and consequently to direct the Respondent/Management to fix her pay appropriately.

4. As against this, the Respondent in its Counter Statement contended that it is false to say that the Respondent/Management has denied employment to the concerned employee Smt. Muthammal. Smt. Muthammal has wilfully, deliberately and wantonly abstained from work without assigning any reason between 9-11-94 and 21-2-97 and therefore, wages were not paid to the concerned employee in spite of reinstatement was ordered on an exceptional ground on 16-2-97. The concerned employee who was having about seven years of service and due to her erratic behaviour and proved insubordination as she was entertaining quarrel, with minemate and other senior officers in the work spot was sympathetically considered by the Enquiry Officer and an order was passed in her favour. When the Minemate one Mr. K. Rangaswamy had given a complaint to the Divisional Manager on 10-10-94, the concerned employee abstained from duty from 9-11-94 and show cause notice was issued on 21-11-1994 calling upon her to explain the cause for why action should not be initiated against her, for which she has not responded to the said notice. In the mean time, unauthorised and assigning no reasons for the absence of the said delinquent was noticed and she was suitably issued a show cause notice dated 17-4-95 and explanation was called for. Even when the workers of A. Kunnathur quarry were shifted to Gudacherry mines w.e.f. 1-7-95 the concerned employee did not report for duty at this new place. The said show cause notice was issued to her. When the concerned employee refused to receive the enquiry notice, deliberately absented and allowed the Enquiry Officer to give findings against her on the charge of her long unauthorized absence. But, subsequently, the concerned employee made a representation and on consideration of the representation, a de novo enquiry was conducted and another chance was given and in that enquiry, considering the nature of delinquent and other factors, she was ordered to be put in service and the period of absence was ordered to be treated as the period of loss of pay on the basis of established principle called no work and no pay by extending the benefit of doubt in favour of her since the complainant Mr. K. Rangasamy, minesmate had passed away before the second enquiry. The evidence recorded during the two domestic enquiries will clearly expose the actual attitude of the delinquent. The unauthorised absence of the delinquent which has absolutely no bearing on the earlier show cause notice dated 21-11-94 and therefore, it is false to allege that she was prevented from entering the mines. Pursuant to the complaint lodged by Sri K. Rangasamy, minemate, the concerned employee wantonly and deliberately abstained from work and she failed to give even a leave letter or subscribing any reason for long absence even after the

receipt of show cause notice dated 17-4-1995. Hence, for all these reasons, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are:—

- (i) "Whether the claim of wages of the concerned employee Smt. A. Muthammal for the period from 9-11-1994 to 21-12-1997 by the Petitioner union against the Respondent/Management is legal and justified?"
- (ii) "To what relief the concerned employee is entitled?"

Point No. 1:—

6. In this case, the Petitioner union claims wages of Smt. Muthammal, the concerned employee in this dispute on the ground that she was denied employment by the Respondent/Management, therefore, the main issue to be decided in this case is whether the concerned employee has been denied employment from 9-11-1994 to 21-12-1997 as claimed by the Petitioner union or whether she had deliberately and wantonly abstained from duty without assigning any reason during the said period as alleged by the Respondent/Management?

7. In this case, the concerned employee examined herself as WW1 and she has stated that she has been working in the Respondent/Management for the past 20 years and in the year 1994 when she was working in A. Kunnathur quarry, Minesmate Mr. Rangasamy has given a complaint against her and on that the Divisional Manager, Mr. Boopathy came to the spot and he instructed her not to do work and further asked her to come to the Divisional office at karur and when she went to Karur to meet the Divisional Manager, he informed her not to come for work from the next day. Even though she represented and sent letters to the Respondent/Management, she was not permitted to work in mines and she marked documents Ex. W1 to W11 and on her complaint to the union, the Petitioner union made a representation to the Labour Welfare Officer and he directed the Respondent/Management to come for conciliation and in that conciliation, even though the officers of Respondent had admitted and also stated that she would be permitted to join duty, they have not given any permission and in the meantime, the Respondent/Management issued two memos and in one memo, they have alleged that she has abused the officers of the Respondent/Management and in another memo, the concerned employee remained unauthorisedly absent from 9-11-94. Though the enquiry was conducted in which findings was given, the first charge framed against her has not been proved and the second charge namely unauthorised absence has alleged to have been proved and they have given the punishment of no pay since no work was done by the concerned employee and against this, the concerned employee has raised this dispute.

8. As against this, the Respondent contended that from the oral and documentary evidence produced before the enquiry, the Enquiry Officer has come to the finding that though the charge framed against the concerned employee that she was abusing the co-employee, which was not proved. Since the concerned employee has not attended the duty wilfully and wantonly, he has given a finding that she is not entitled to wages as claimed by her. Therefore, it is clearly established that the concerned employee has deliberately and wantonly abstained from work without assigning any reason during the said period from 9-11-94 to 21-12-97 and therefore, she is not entitled to any wages. On the side of the Respondent/Management three witnesses were examined and documents Ex.M1 to M15 were marked.

9. In her evidence, the concerned employee has stated that after the Divisional Manager has directed her not to come to work spot, she has given a letter to the Divisional Manager under Ex. W1 and she has given a letter to the management as well as Labour Enforcement Officer under Ex. W2. The labour authorities directed both the parties to come for conciliation and conciliation notice is marked as Ex. W3. In that conciliation, the Labour Enforcement Officer advised the Respondent/Management to reinstate her in service. But, even though they have accepted the advise of LEO, they have not reinstated her as requested by the Labour Enforcement Officer. In the meantime, they have issued show cause notice dated 21-11-1994 under original of Ex. M1. Since the proceedings before the labour authorities was pending, she has sent a letter to the Respondent/Management that she will give reply before Labour Enforcement Officer and sent a letter under Ex. W4. But, again on 1-12-1994, the Respondent/Management asked her to give reply to memo under Ex. M1. She sent a reply under Ex. W6. Further, on 17-4-1995, the Respondent/Management issued another show cause notice under Ex. M2 and in that they alleged that she was on unauthorised absence. But without conducting proper enquiry, the Respondent/Management has passed an ex-parte order holding that she was unauthorisedly absent and when she sent a reply, de novo enquiry was ordered to be conducted and in that she has given a statement under the original of Ex. M7 and the Enquiry Officer has passed an order dated 10-12-1997. But, no 2nd show cause notice was issued to her nor findings of Enquiry Officer was sent to her. Without doing all these things, the Respondent/Management has passed an order and the said order was passed under the original of Ex. M8.

10. Learned counsel for the Petitioner contended that even before this Tribunal, the Respondent/Management has not denied the fact that they have not received Ex. W1 to W3 in which the concerned employee, the Petitioner Union and the Labour Enforcement Officer have requested the Respondent/Management to reinstate the concerned employee immediately. Without doing all these things, they

alleged that the concerned employee has wantonly and deliberately abstained from work without assigning any reasons which is false one. Though the Respondent has examined three witnesses, none of the witness has spoken anything that they have not received the letter of concerned employee namely original of Ex.W1 or letter of Petitioner Union under original of Ex.W2 dated 11-9-1994 or the conciliation notice sent by Labour Enforcement Officer dated 21-11-1994 in which they have clearly stated that the Divisional Manager has asked the concerned employee not to come to the work from 9-11-1994. Though three witnesses namely S/Sri Dhuraisamy, Andavan and Boopathy were examined on the side of the Respondent/Management, though they have stated that the concerned employee has refused to receive the enquiry notice and other things, they have not stated with regard to denial of employment by the Respondent/Management. Even though a de novo enquiry was ordered to be conducted against the concerned employee, they have stated only with regard to first enquiry, which was set aside by the management itself.

11. But, as against this, the learned counsel for Respondent/Management contended that there is no legally acceptable evidence to prove the Petitioner's case that the concerned workman was wrongfully denied employment during the period from 9-11-1994 to 21-12-1997. Even though they have challenged the order passed by the Disciplinary Authority, they have not challenged the report given by the Enquiry Officer. Though the Petitioner alleged that Respondent has not issued 2nd show cause notice, on that ground it will not vitiate the order dated 10-12-1997 passed by the Disciplinary Authority, because the concerned employee was not prejudiced in any manner by not issuing 2nd show cause notice and issuing another show cause notice would have been an empty formality. The petitioner has not questioned the conduct of enquiry or any refusal of opportunity to be defended in the enquiry. Under such circumstances, since there is no defect in the enquiry and since the concerned employee has been fully afforded with reasonable opportunity against the charge framed against her, it cannot be said that the order passed by the Disciplinary Authority is vitiated. Further, the powers under section 11A of the I.D. Act can be invoked only in case of discharge or dismissal of workmen and therefore, in this case since the dispute is raised under Section 2k and since it is not shown that the order passed by the Disciplinary Authority is vitiated by perverse or any other thing, it cannot be said that the order passed by the Disciplinary Authority is not sustainable. Under such circumstances, no relief can be granted to the concerned employee in this dispute.

12. On considering the entire facts of this case, I find there is no substance in the contention of the learned counsel for the Respondent. No doubt, this dispute was raised under Section 2k of the I.D. Act and Section 11A

cannot be invoked by the Petitioner and only in cases of discharge or dismissal by way of punishment that this Section 11A vests discretionary jurisdiction in the Tribunal to direct reinstatement with or without any terms or conditions or to vary the punishment as to the circumstances of the case may warrant. But, in this case, since the order passed by the Disciplinary Authority is without any legal evidence, I find this Tribunal can interfere with the order passed by the Disciplinary Authority. It is well settled that the difference between a finding which is not supported by any legal evidence and a finding which may appear to be not supported by sufficient evidence or may be based on inadequate or unsatisfactory evidence. In this case, it is the clear case of the Petitioner that she has not been permitted to enter the mines by the order of Divisional Manager from 9-11-1994. For this, she relied on Ex. W1 to W3 which are letters sent by the concerned employee on 10-11-1994 and the letter sent by Petitioner union on 11-11-1994 and the conciliation notice sent by the Labour Enforcement Officer. It is not the case of the Respondent that these letters were not received by the Respondent/Management. In Ex.W1 the Petitioner has clearly stated that when the Divisional Manager came to A.Kunnathur quarry on 7-11-1994 he asked the concerned employee to come to the office at Karur on 8-11-1994 and when she attended the office on 8-11-94, he directed her not to come for work from the next day and she requested the Divisional Manager to permit her to do the work. Ex.W2 is the copy of letter sent by I Party union to Labour Enforcement Officer, Salem, wherein they have represented the same allegations as alleged by the concerned employee in Ex.W1 and also requested the Labour Enforcement Officer to do the needful. The third document namely Ex.W3 which is the copy of conciliation notice, wherein the subject mentioned is alleged denial of employment to the concerned employee. But, without giving answer to all these documents, the management relied only on the evidence given before the enquiry and from this it is clear that it is only the Respondent/Management denied the concerned employee from entering the mines and not deliberate abstention from work by the concerned employee. Though the Enquiry Officer has held that since the concerned employee has not worked, on the principle of no pay for no work, she is not entitled for the wages, the Enquiry Officer has not discussed anything about for what reason, she has not worked in mines. Therefore, I find in this case, the findings of the Enquiry Officer and the punishment imposed by the Disciplinary Authority are based on no legal evidence and the conclusion is one to which no reasonable man would have come and it is a case of perversity and therefore, I find the concerned employee has been denied employment from 9-11-94 to 21-12-97 by the Respondent/Management and the allegation that concerned employee has deliberately and wantonly abstained from work not a true statement.

Therefore, I find this point that claim of wages of the concerned employee for the period from 9-11-94 to 21-12-97 by the petitioner union is legal and justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

13. In view of my foregoing findings that the claim of the wages of the concerned employee is legal and justified, she is entitled to the relief prayed for by the Petitioner union. Therefore, I direct the Respondent/Management to pay wages for the period from 9-11-94 to 21-12-97 to the concerned employee and also direct the Respondent to fix her pay appropriately. No costs.

14. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 17th February, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined:—

For the Claimant: WW1 Smt. A. Muthammal
For the Respondent: MW1 Sri P. Duraisamy
MW2 Sri. P. Andavan
MW3 Sri M. Bhoopathy

Documents Marked:—

For the I Party/Claimant:—

Ex. No.	Date	Description
W1	10-11-94	Xerox copy of the letter from Smt. Muthammal to Divisional Manager.
W2	11-11-94	Xerox copy of the letter from Petitioner Union to Labour authorities.
W3	21-11-94	Xerox copy of the conciliation notice.
W4	01-12-94	Xerox copy of the letter from Smt. Muthammal to Respondent/Management.
W5	01-12-94	Xerox copy of the letter from Respondent to Smt. Muthammal.
W6	10-12-94	Xerox copy of the reply sent by Smt. Muthammal.
W7	05-09-96	Xerox copy of the reply given by Smt. Muthammal to 2nd show cause notice

Ex. No.	Date	Description
W8	19-01-98	Xerox copy of the letter from I party to Respondent Regarding enquiry findings.
W9	31-03-98	Xerox copy of the order of Respondent/Management.
W10	16-07-02	Xerox copy of the letter from I Party to II party.
W11	01-08-03	Xerox copy of the counter filed by respondent before Assistant Commissioner of Labour (Central).

For the II Party/Management :—

Ex. No.	Date	Description
W1	21-11-94	Xerox copy of the show cause notice issued to the Petitioner.
W2	17-04-95	Xerox copy of the show cause notice issued to Petitioner.
W3	10-11-95	Xerox copy of the enquiry proceedings.
W4	06-2-96	Xerox copy of the findings of Enquiry Officer.
W5	08-08-96	Xerox copy of the 2nd show cause notice.
W6	07-07-97	Xerox copy of the enquiry proceedings.
W7	07-07-97	Xerox copy of the letter from Petitioner.
W8	10-12-97	Xerox copy of the order of Divisional Manager.
W9	18-08-97	Xerox copy of the findings of Enquiry Officer.
W10	07-11-95	Xerox copy of the notice to Petitioner for enquiry.
W11	10-10-94	Xerox copy of the complaint given by Rangasamy.
W12	28-06-95	Xerox copy of the office memo relating to transfer of workmen.
W13	09-08-95	Xerox copy of the report from Minemate, Gudachery.
W14	28-08-95	Xerox copy of the letter from Petitioner to Divisional Manager.
W15	25-08-96	Xerox copy of the reply to show cause notice.

नई दिल्ली, 3 मई, 2006

का. आ. 2087.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयरपोर्ट अथोरिटी ऑफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 100/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-11012/2/2005-आई आर (विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 3rd May, 2006

S.O. 2087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.100/2005) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Airport Authority of India and their workman, which was received by the Central Government on 2-5-2006.

[No. L-11012/2/2005-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 24th January, 2006

PRESENT: K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE NO. 100/2005

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Airports Authority of India (NAD) and their workman.]

BETWEEN

Sri A. Venkatesan : I Party/Petitioner

AND

The Regional Executive Director, : II Party/
Airports Authority of India Management
(NAD), Chennai Airport,
Chennai.

APPEARANCE:—

For the Workman : M/s. K. M. Ramesh,
Advocates

For the Management : M/s. Sree & Associates,
Advocates.

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/2/2005-IR (M) dated 25-07-2005 has

referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

“Whether the demand of Shri A. Venkatesan for re-employment by the management of AAI (NAD), Chennai is justified or not? If not, to what relief he is entitled to?”

2. After the receipt of the reference, it was taken on file as I. D. No. 100/2005 and notices were issued to both the parties. The Petitioner appeared through his advocate and filed Claim Statement. The Respondent entered appearance through their advocates and though several hearings were given for filing of Counter Statement, the Respondent has not filed the same, nor appeared before this Court for giving any explanation. Therefore, Respondent is called absent and set ex-parte.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The Petitioner joined the services of the II Party/Management on 14-7-1995 as a contract workman driver and he was appointed through a contractor by name Mr. P. V. Rajagopalan and he was in service continuously upto 16-1-96. Subsequently on 17-1-96 the Petitioner was employed through another contractor namely Sri. P. Thangavel and he was employed as driver in the maintenance and project departments of the II Party/Management. The Petitioner was continuously working without any break whatsoever since the date of joining. Even though the contractors had been changing every year, he was continued in employment without any disruption upto February, 1998. The work performed by the Petitioner is perennial in nature and it comes within the four corners of Section 10 (2) of Contract Labour (Regulation and Abolition) Act and the so called contract between the Respondent and the respective contractors are mere paper arrangements. The said contractor have no role to play except lending their names. Even the payment was directly made by the II Party/Management. It is only the officials of II Party/Management to extract work directly from the Petitioner. Thus, the so called contract between the II Party/Management and contractors are only a pretence, nominal, sham and make believe arrangement and this contract is mere ruse and camouflage to evade the compliance of various beneficial legislations and in the matter of payment of wages. The II Party/Management is adopting the device of contract in order to deny the status of regular workman to Petitioner and the benefits available to workman directly employed by it. The Petitioner filed a Writ Petition before the High Court in W. P. No. 19442/97 praying for a direction to be issued to II Party/Management to absorb him and to regularise his service from the date of his initial appointment. During the pendency of the said W.P. the services of the Petitioner was terminated without complying with the mandatory requirements of Section 25F of the I. D. Act. Therefore, the Writ Petition was disposed of giving liberty to the Petitioner to approach the forum

created under I. D. Act. Then the Petitioner raised the dispute before Assistant Labour Commissioner (Central) and on the failure of conciliation proceedings, the matter was referred to this Tribunal. Since the Petitioner has worked continuously for more than 240 days and since the Respondent has not followed the mandatory provisions of Section 25F of the I.D. Act, the termination is invalid, illegal and arbitrary. Further, the Respondent/Management has contravened the provisions of Section 25G of the I.D. Act. The action of the Respondent/Management in causing his non-employment by illegally removing him from service is totally illegal and unjustified. Hence, for all these reasons, the Petitioner prays that an award may be passed to reemploy him in service with continuity of service, back wages and all other attendant benefits.

4. As against this, as I have already pointed out that the Respondent has not filed Counter Statement and therefore, Respondent is called absent and set ex-parte.

5. In these circumstances, the points for my consideration are—

(i) "Whether the Petitioner's demand for re-employment in service of the Respondent/Management is justified or not?"

(ii) "To what relief the Petitioner is entitled?"

Point No. 1

6. Since the Respondent has not filed any Counter Statement and since the Petitioner's contention was not disputed, I find the contention of the Petitioner is true. The Petitioner alleged that he was employed as a driver through contractor namely Mr. P.V. Rajagopalan from 14-7-95 and subsequently from 17-1-96 he was employed through another contractor Mr. P. Thangavel and he was working continuously without any break ever since the date of joining. It is his further contention that even though the contractor was changing every year, he was continued in employment without any disruption up to February, 1998. It is further contended on behalf of the Petitioner that the work done by the Petitioner is perennial in nature and comes fully within Section 10(2) of Contract Labour (Regulation and Abolition) Act. The Petitioner further alleged that even though he was appointed through contractors, the said contractor has no role to play except lending their names as contractor, i.e., they were only name lenders and he further contended that payments were made directly by the Respondent/Management. Further, the contractors who are name lenders did not turn up to the work spot and it is only the officials of Respondent/Management who extracted work from the petitioner directly. It is the case of the Petitioner that the so-called contract is a pretence, nominal, sham and a make believe arrangement. The learned counsel for the Petitioner further contended that Supreme Court in a case reported in 2001 4 LLJ 135 *SAIL and Others vs. National Union Water Front Works* has held that "if any industrial dispute brought before the Industrial Tribunal by a contract labour in regard

to condition of service, the Industrial Adjudicator will have to consider the question whether the contractor has been interposed either on the ground of having undertaken to produce any given result for the establishment under a genuine contract or is a mere ruse/camouflage to evade compliance of various beneficial legislations so as to deprive the workers of the benefit thereunder. If the contract is camouflage, the so-called contract labour will have to be treated as employee of the principal employer who shall be directed to regularise the services of the contract labour in the concerned establishment subject to the conditions as may be specified by it." In this case, the Respondent has not disputed the claim of the Petitioner and therefore, he is entitled to the benefits as claimed in the petition.

7. As I have already stated that the Respondent has not appeared before this Court nor filed any Counter Statement. Therefore, I accept the contention of the Petitioner and direct the Respondent/Management to re-employ the Petitioner into service with continuity of service, back wages and other attendant and consequential benefits.

8. Thus, the reference is disposed of accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 24th January, 2006.)

K. JAYARAMAN, Presiding Officer

नई दिल्ली, 3 मई, 2006

क्र. आ. 2088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार काल्टा आयरन माईंस के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 55/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-26011/1/99-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 3rd May, 2006

S.O. 2088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 55 of 2001) of the Central Govt. Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kalta Iron Mines and their workmen, which was received by the Central Government on 2-5-2006.

[No. L-26011/1/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR
PRESENT : Shri N. K. R. Mohapatra,

Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar.

TR. INDUSTRIAL DISPUTE CASE NO. 55/2001

Date of Passing Award—27th March, 2006

BETWEEN:

The Management of Asst. General

Manager, Kalta Iron Mines,

RMD, SAIL, P.O. Kalta,

Distt. Sundargarh.

: I Party-Management

AND

Their Workman, represented through the General

Secretary, North Orissa,

Workers' Union, P.O. Rourkela,

Sundargarh.

2nd Party-Union.

APPEARANCE :—

Shri R. C. Tripathy,

Manager, Law, RMD SAIL

For Management

Shri B. S. Pati,

General Secretary,

For Union

AWARD

The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-2601/1/99 IR (M), dated 17-5-1999 :—

“Whether the demand of North Orissa Workers' Union for payment of bonus at the rate of 20% for the financial year 1997-98 to all categories of employees working at Kalta Iron Mines. Raw Materials Division, SAIL, is justified? If so, to what relief the workmen are entitled to?”

2. It is the admitted case of both the parties that, initially the SAIL had placed the Kalta Iron Mines and many other mines under the administrative control of the Rourkela Steel Plant. Subsequently in the year 1990, on the formation of a separate division called Raw Materials Division (RMD), the workers of these mines were transferred to the establishment of the RMD of SAIL. In the present reference it claimed by the Union that after transfer of the staff to the RMD the said division functioned as a separate Unit and earned huge profit in the following years and as such the workers are entitled to get higher percentage of bonus from out of the said earnings of the RMD.

3. The 1st Party-Management, has averred that after the above order of transfer of staff and mines was passed OJCs 1419/90, 5980/93 and 9742/93 were filed by three of the Unions resisting the transfer of mine and its staff to the RMD with apprehension that the said transfer is likely to affect the service condition of the workers. On perusal of the order passed by the Hon'ble Court in the above noted OJCs it appears that in these OJCs the RSP filed his counter in the form of an undertaking that by such transfer of employees their service conditions were not going to be

changed. The RSP in that counter gave further undertaking that even if the workers are transferred to the RMD they would be getting their usual pay and other benefits at par with the employees of the RSP. On the basis of such undertaking the Hon'ble Court in its common judgement was pleased to dismiss the OJCs holding that the service condition of the employees will remain intact as before even though they are transferred to the RMD. The workman witness No. 1 has categorically admitted that even till date he is getting bonus at the rate at which other employees of RSP are being paid. In view of the above there seems no justification for the present Union to claim separate bonus in addition to the bonus being paid to these workers by the RSP. Therefore, the claim of the Union demanding 20% bonus from out of the profit of RMD is found to be of little consequence the same being devoid of merit.

4. Reference is answered accordingly.

Dictated and Corrected by me.

N. K. R. MOHAPATRA, Presiding Officer

नई दिल्ली, 3 मई, 2006

का. आ. 2089.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बर्न स्टैंडर्ड कं. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 601/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-29012/45/2001—आई आर (विविध)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 3rd May, 2006

S.O. 2089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 601/2001) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Burn Standard Co. Ltd. and their workman, which was received by the Central Government on 2-5-2006.

[No. L-29012/45/2001-IR (M)]

B. M. DAVID, Under. Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 16th February, 2006

Present : K. JAYARAMAN,

Presiding Officer

INDUSTRIAL DISPUTE NO. 601/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947),

between the Management of Burn Standard Company Ltd. and their workmen)

BETWEEN

1. The General Secretary, : I Party/Claimants
Magnesite Thozhilalar Munnetra Sangam,
Salem.

2. The Deputy General Secretary,
Magnesite National Labour Union, Salem.

AND

The General Manager, : II Party/
Burn Standard Company Ltd., Management
Salem

2. Shri Nandagopal, Contractor

3. Sri P. Subramani, Contractor

Appearance :—

For the Claimant : M/s. Row and Reddy
Advocates

For the Management : M/r. M. R. Raghavan
Advocate

AWARD

The Central Government, Ministry of Labour vide Order No. L-29012/45/2001-IR (M) dated 7-87-2001 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the demand of the workmen for payment of equal wages (same and similar wages) as that of the permanent workmen who are performing same and similar nature of job is justified? If not, to what relief the workmen are entitled?”

2. After the receipt of the reference, the industrial dispute was taken on file as I. D. No. 601/2001 and notices were issued to both the parties and both the parties entered appearance through their advocates and filled their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The concerned workmen in this dispute are 145 and the job performed by the workmen are perennial in nature. The concerned workmen in this dispute even though are designated as contract workmen, they are performing the work of the permanent employees. But, they have not paid as that of permanent employees. These employees are regular employees of 1st Respondent company. Even assuming that they are contract workmen since they are permanent employees as per rule 25(v) of Contract Labour (Central) rules, these 145 workmen are entitled to equal pay for equal work. Even though the said rules provide that the competent authority has to decide this issue, this Tribunal has got powers to decide the issue referred for adjudication. The 3rd Respondent even though alleged to be a contractor, he is no longer a contractor of the 1st Respondent. The workmen who are alleged to be under 3rd Respondent

contractor are still continued to work under 1st Respondent. the concerned workmen are denied various benefits as could be seen from the Claim Statement filed in I.D. No. 592/2001. Admittedly, these 145 workmen are doing the work which is essential and perennial in nature. Therefore, the Respondents are jointly and severally liable to pay the workmen equal pay for equal work and prays this Tribunal to pass an award in their favour.

4. As against this, the 1st Respondent has filled Counter Statement wherein they have contended that this dispute as well as reference is not maintainable. There is no details regarding espousal of the cause of workmen mentioned in Claim Statement. Therefore, in the absence of such particulars, this dispute is not maintainable. Further, the issue referred to in this case is without any jurisdiction and beyond the scope of powers conferred on the Govt. under I.D. Act. The Respondent/management is a Government of India undertaking employing around 1500 employees. Apart from these employees, around 130 workmen were working under two licensed contractors and licenses were issued by licensing authority under Contract Labour (Regulation and Abolition) Act. It is not correct to say that the work done by the contract workers are perennial in nature. Further, utilisation of contract labour is not uniform and it varies day to day depending on arrival of number of lorries for loading/unloading and the work done by contract workers are different from the work done by regular employees. The regular employees are in production process and in maintenance of company owned equipments and responsibilities of these employees are also differ. The contract employees are not duty bound to report for duty as and when required. Therefore, question to paying them the same or similar wage as that of company employees does not arise and it is also unsustainable in law. This Respondent is not aware of number of workmen being employed by contractor, who engages his contract workmen. It is not true to say that the work performed by the contract workmen is perennial in nature. It is true that 3rd Respondent is no longer a contractor with 1st Respondent. It is also not true to say that contract workers engaged by Mr. Subramani are still continuing to work under 1st Respondent. In these circumstances, the 1st Respondent prays to dismiss the claim with costs.

5. In these circumstances, the points for my consideration are—

- (i) “Whether the demand of the concerned workmen for payment of equal wages as that of permanent workmen, who are performing same and similar nature of job is justified?”
- (ii) “To what relief the concerned workmen are entitled?”

Point No. 1:—

6. The short point to be decided in this case is whether the workmen mentioned in schedule are entitled to payment of equal wages as that of the payment of

workmen who are performing same and similar nature of job by the Respondent/Management.

7. In the Industrial Dispute No. 592/2001, the concerned employees requested to regularise/absorb them as per settlement dated 18-7-97 in which this Tribunal has come to the conclusion that they are entitled to be regularised/absorbed as per the settlement and therefore, the next thing to be decided in this case is whether they are entitled to equal wages as that of permanent workmen who are performing same and similar nature of work in the Respondent/Management. In this case, Petitioners alleged that all the workmen are doing the same work as that of permanent workmen under the Respondent/Management, but the workmen mentioned in the petition are paid lesser wages than that of regular workmen. No Doubt, the Petitioners in this case have not been produced any document to show that regular workers are doing the same and similar job as that of contract workers mentioned in the petition. But, all the documents pertaining to contract workers and also regular workers are with the Respondent and they have not produced any document to show that the work done by the concerned workmen in the petition and also the work done by regular employees are different in nature. Even though they alleged that concerned workmen are doing the work as per the work order given to the contractor, when the Petitioners alleged that they are doing the same and similar work as that of regular workmen, it is bounden duty of the Respondent/Management to establish that regular workmen are doing different work. Further, in this case one Mr. Sivalingam who was examined as WW4 has clearly stated in his evidence that apart from loading and unloading, the workmen mentioned in the petition are engaged for manufacturing process work. The said Mr. Sivalingam is a permanent employee of Respondent/Management and further, Ex. W9 which was produced by the Petitioner clearly shows the department in which the alleged contract workers namely persons mentioned in the petition are doing the same work side by side with the permanent workers. No doubt, the Respondent/Management alleged that recruitment procedure has not been followed and the work performed by the contract workers (concerned workmen) cannot be compared with that of regular employees, they have not established this fact with any material evidence. On the other hand, the Petitioners have established their contention with satisfactory (oral and documentary) evidence that the concerned workmen namely 145 workers were doing the same work as that of regular workmen and therefore, the learned counsel for the Petitioner contended that the concerned workmen are entitled to equal pay for equal work.

8. As against this, learned counsel for the Respondent contended that the work done by contract workers are not perennial in nature as their nature of job and recruitment of manpower varies on day to day basis depending upon the arrival of number of lorries for loading

and unloading and other incidental works. It is also not true to say that contract workers work carried on by them are incidental to production process. No doubt, the Petitioners have examined one of the permanent employee of the Respondent/Management, but on that ground namely on the oral evidence given by the interested witness, it cannot be said that Petitioners have established their contention. The burden is upon the Petitioners to establish that they are doing the same work as that of regular workmen. Since they have not established this fact with any satisfactory evidence, they are not entitled to any relief as claimed in the dispute. It is further contended on behalf of the Respondent that regular workers are appointed based on the approved vacancies by the Corporate office at Kolkatta following the Govt. policy in recruitment procedure like recruiting workers through employment exchange, following reservation policy aspects of SC/ST/OBC and age factors, qualification and certain physical standard experience etc. and further, there are bound to be difference between permanent workmen recruited for specific jobs in the company compared to contract workmen, who are illiterate workmen recruited by contractor to do manual jobs. At no stretch of imagination, it can be said that the contract workers are doing the same work as that of regular workmen.

9. No doubt, I find some force in the contention of learned counsel for the Respondent, but when the Respondent/Management has not documents to show that these contract workmen are doing different work than that of regular workmen and regular workmen are doing the work as alleged by the Respondent/management, they have not produced any documents to show the work difference between the two categories of workmen. Further, the Respondent/management has not elicited from WW4, who is a permanent employee, has stated that both these categories of workman regular workmen and contractor workers are doing the same work. No doubt, the Respondent/management has got recruitment rules and procedure, but it is established before this Court that some of the workman in the petition are working for more than 20 to 25 years and they are doing the work continuously and the work done by them is perennial in nature. Under such circumstances, I find the concerned workman are doing the same work as that of regular workman. Therefore, I find this point in favour of the Petitioners.

Point No. 2 :—

The next point to be decided in this case is to what relief the concerned workmen are entitled?

10. In view of my foregoing findings that concerned employee are entitled to payment of equal wages as that of permanent workmen under the Respondent/Management, I find the concerned employees are entitled to the relief of payment of equal wages as that of permanent workmen prospectively. No costs.

11. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th February, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Claimant : WW1 Sri C. Murugesan
WW2 Sri K. Raghupathy
WW3 Sri V.K. Nallamuthu
WW4 Sri I. Sivalingam
WW5 Sri N. Karuppaiah

For the II Party/Management: MW1 Sri P. Selvaraj
MW2 Sri S. J. Soundarrajan

Documents Marked :—

For the I Party/Claimant :—

Ex. No.	Date	Description
W1	18-07-97	Xerox copy of the memorandum of settlement
W2	17-08-98	Xerox copy of the letter from RLC to Respondent
W3	28-10-98	Xerox copy of the memorandum of settlement.
W4 series nil		Xerox copy of the PF slips.
W5 series Nil		Xerox copy of the list of workers drawn by Petitioner Union.
W6 series Nil		Xerox copy of the document showing direct relationship with principal employer.
W7	Nil	Xerox copy of the list of 49 persons of Magnesite Thozhilalar Munetra Sangam
W8	Nil	Xerox copy of the list of 77 persons of INTUC
W9	Nil	Xerox copy of the document showing places where 145 workmen were working
W10	Nil	Xerox copy of the document showing gratuity was paid to Ganesan Anandan who was not in regular rolls.
W11	Nil	Xerox copy of the resolution taken during meeting
W12	Nil	Xerox copy of the document to show company is running in profit
W13	Nil	Xerox copy of the register of contractors under Form XII
W14	02-06-83	Xerox copy of the certificate of registration
W15	15-03-73	Xerox copy of the licence of Sri R. Govindan, Contractor

W16	30-06-98	Xerox copy of the work order given to Nandagopal
W17	08-09-98	Xerox copy of the work order given to P. Subramani
W18	29-01-04	Xerox copy of the annual return u/s. 82 (2) for 2003
W19	31-01-05	Xerox copy of the annual return u/s. 82 (2) for 2004
W20	25-11-02	Xerox copy of the licence granted to Sri N. Nandagopal
W21	11-12-00	Xerox copy of the licence granted to P. Subramani
W22	March, 98	Xerox copy of the certificate of registration
W23	03-09-96	Xerox copy of the notice u/r 81 (1) (i)
W24	27-01-02	Xerox copy of the annual return u/s 82(2) for 2001
W25	02-11-98	Xerox copy of the revised guidelines for recruitment to Posts in public sector enterprises.
W26	30-01-03	Xerox copy of the annual return u/s. 82 (2) for 2002
W27	Nil	Xerox copy of the Provident Fund rules and regulations
W28	10-07-92	Xerox copy of the amended certificate of registration
W29	23-04-04	Xerox copy of the letter from Respondent/Management to Assistant Commissioner of Labour (Central)
W30	20-09-71	Xerox copy of the certificate of registration
W31	13-05-86	Xerox copy of the letter from Respondent to Assistant Commissioner of Labour (Central)
W32	16-12-02	Xerox copy of the notice for voluntary retirement scheme
W33	04-06-03	Xerox copy of the notice for voluntary retirement scheme
W34	17-09-04	Xerox copy of the notice for voluntary retirement scheme
W35	11-12-00	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W36	Nov. 89	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W37	16-02-84	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)

W38	24-05-94	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W39	04-11-04	Xerox copy of the circular issued by Respondent
W40	Nil	Xerox copy of the signature of Secretary of Burns Officers Association
W41	28-11-01	Xerox copy of the review petition before BIFR
W42	16-07-03	Xerox copy of the Memorandum of Settlement arrived U/s. 12 (3)
W43	2003	Xerox copy of the lists of dates of events
W44	29-11-04	Xerox copy of the silver medal issued by Respondent to all workmen

For the II Party/Management :—

Ex. No.	Date	Description
M1	29-10-03	Xerox Copy of the license
M2	05-08-04	Xerox Copy of the certificate of registration
M3	07-12-01	Xerox Copy of the notice for VRS
M4	14-09-01	Xerox Copy of the order of BIFR
M5	21-09-98	Xerox Copy of the order of BIFR
M6	21-01-05	Xerox Copy of the categorywise list of workmen in factory
M7	27-12-76	Xerox Copy of the recruitment procedure
M8	Nil	Xerox Copy of the tender notification in newspaper

नई दिल्ली, 3 मई, 2006

का. आ. 2090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. बी. पी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 7/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-2006 को प्राप्त हुआ था।

[सं. एल-30012/57/2004-आई आर (विधि)]

बी. एम. डेविड, अवसर सचिव

New Delhi, the 3rd May, 2006

S.O. 2090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 7/2005) of the Central Govt. Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of I.B.P and their workman, which was received by the Central Government on 2-5-2006.

[No. L-30012/57/2004-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT CHENNAI**

Wednesday, the 25th January, 2006

Present : K. JAYARAMAN, Presiding Officer

INDUSTRIAL DISPUTE No. 7/2005

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of IBP and their workmen)

BETWEEN

Sri K.S. Mohan : I Party/Petitioner

AND

The General Manager, : II Party/
IBP Co. Ltd. : Management
Cauvery Basin Marketing Terminal,
Nagore.

Appearance :—For the Workman : M/s.K. M. Ramesh
AdvocatesFor the Management : M/s. T. S. Gopalan & Co.,
Advocates**AWARD**

The Central Government, Ministry of Labour vide Order No. L-30012/57/2004-IR (M) dated 30-11-2004 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows :—

“Whether the termination of Shri K.S. Mohan by the management of IBP, Muttam, Nagapattinam without prior notice and without any compensation is legal and justified? If not, to what relief the workmen concerned is entitled?”

2. After the receipt of the reference, it was taken on file as I. D. No. 7/2005 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement and Counter Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows :—

The Petitioner was originally employed in Moorco India Ltd. (a Sanmar Group Company) which has technical knowhow for erection and commissioning terminal automation system and provides technical know-how to companies like the Respondent on contract basis. In the year 1993, the said Moorco India Ltd. has supplied Accuload I to the Respondent/Management. Further, it sent its employees including the Petitioner for erection and commissioning of terminal automation system for the Respondent at the Muttam village and the said company has also assigned the maintenance work for the warranty period of 12 months. The Petitioner was also deputed for that purpose and the Respondent's officers have asked

the Petitioner whether he would be willing to join the service of Respondent company after the warranty period is over and the Petitioner has expressed his willingness and after the warranty period was over, the Petitioner joined the Respondent as a technician and his salary was fixed as Rs. 2500/- per month and when he told the official concerned that he was drawing Rs. 4000/- as salary in the said Moorco Company, they told that first he will be paid Rs. 2500/- and it would be increased in the next year and after completion of two years service, he would be brought to regular time scale. But even after three years continuous service of the Petitioner, he was not brought to regular time scale and on the contrary, he was paid wages only as retainer. When the Petitioner asked the official concerned to make him permanent and whenever he made such request he was told that they were awaiting orders from the Central authority. In the meantime, a group of employees who were working in Respondent/Management have approached the authority under Tamil Nadu Industrial Establishment (Conferment of Permanent Status on Workmen) Act, 1981 for direction to Respondent to confirm their services and the authority by an order dated 22-10-2002 directed the Respondent/Management to confirm those employees services. While so, on 31-12-2003 when the Petitioner reported for work the Deputy Manager (Maintenance) called the Petitioner and told him that his services were terminated and he need not report for work from 1-1-2004, but he has not given any reason for termination. Even though he approached the Respondent/Management for several times, they have not given any proper reply. The work done by he Petitioner namely overseeing the functioning of automation system by attending to fault is a permanent nature and therefore, the Respondent/Management is not justified in saying that the work of petitioner was over and he was not a workman of Respondent/Management. By offering employment under Respondent/Management, the Respondent cannot terminate the services of the Petitioner, since the Petitioner carried out the work of permanent nature, there is no question of he being called as retainer. The action of Respondent/Management in treating the Petitioner as retainer for the job of maintenance, which is permanent in nature was clearly an act of unfair labour practice and therefore, the action of the management is illegal and unjust. Further, terminating the services of Petitioner without any prior notice is violative of principles of natural justice. They have not followed the mandatory provisions of Section 25F and 25N of the I.D. Act and therefore, the order is void and non-est. Hence, for all these reasons, the Petitioner prays this Tribunal to pass an Award directing the Respondent to reinstate him into service with continuity of service, back wages and all other attendant benefits.

4. As against this, the Respondent in its Counter Statement contended that the Respondent is an Indian Oil group company under Ministry of Petroleum and Natural Gas and it is engaged in the storage and distribution of

petroleum products. In the year 1993 the Respondent put up a terminal for storage and distribution of petroleum products at Muttam village, Melavanjore post, Nagore in Nagapattinam District and this terminal is called as Cauvery Basin Marketing Terminal and in that there are about 16 storage tanks for storing different petroleum products. There is a product discharge gantry for each product and this discharge of product is done through electrically controlled pumps. The Respondent/Management placed an order with Moorco India Ltd. for supply, erection, testing, calibration software, functional checking and commissioning of terminal automation system including computer system, software etc. on a turn key basis for a value of Rs. 1.14 corers and in April, 1993 Moorco India Ltd. delivered the materials and also erected the system. There was a warranty clause by which the supplier was to ensure due performance of system for a period of 12 months from the date of commissioning and it also deployed the Petitioner to oversee the functioning of the system and this warranty arrangement came to an end in November, 1994. As the Petitioner was a native of Nagapattinam District and as he was working as a representative of Moorco India Ltd. for more than a year, he wanted to leave the service of Moorco India Ltd. and to settle down in his native place and carry on an occupation as a free lancer and he represented to the Manager of Respondent that as the arrangement with Moorco India Ltd. had come to an end in November, 1994 he would attend to maintenance of system on a retainer basis on retainer fee of Rs. 2,500 from 9-11-94 and it was accepted. The retainer ship was renewed periodically and also enhanced and the last such renewal was made at Rs. 5000 per month for a period of one year from 1-1-03 to 21-12-03 Moorco India Ltd. offered a more sophisticated system called Automation system III which was electronically controlled replacing mechanical system with a more sophisticated computer software and it was also agreed to provide a competent engineer to look after the maintenance and they were awarded the contract from 1-5-2004. It was in these circumstances, the retainer ship with Petitioner could not be continued after 31-12-2003. Further, the Petitioner was not competent enough to look after maintenance of new system. The arrangement of Petitioner had with the Respondent in the matter of maintenance of automation systems I was on a retainer basis for a fixed period and the said retainer ship was being renewed from time to time from and the contract came to an end on 31-12-2003 and the same was not renewed and it was not by way of employment and the Petitioner was not employed in the service of Respondent and he cannot have any claim beyond the period of his engagement as retainer. Further automation system I is not as if maintenance of system requires a full time employee. This Respondent never made any promise to employ the Petitioner in its service. The Respondent has got its own recruitment rules and procedure and it cannot be employed any person as it likes and recruitment has to be done only by following prescribed procedure even observing community reservation. It is false to allege that the Petitioner was

employed in service of the Respondent as technician. The charges paid to Petitioner is only retainer fee and not wages. The reason for renewing the retainerhip was that more sophisticated system namely automation system III was introduced and the maintenance of system is being attended to by an Engineer deployed by Moorco India Ltd. Further, the Petitioner's services were utilised only to attend any break down of system and the breakdown of system is not a permanent feature and it will not constitute a master and servant relationship. Since the contract was entered on 31-12-2003 as it was known before, hand, there was no need to give notice and there was no question of violation of principles of natural justice. The arrangement came to an end in pursuance of terms of contract and hence, the same would not attract the provisions of either Section 25 F and 25 N of the I.D. Act. Hence, for all these reasons the Respondent prays to dismiss the claim with costs.

5. The Petitioner again in its rejoinder alleged that it is only the II Party/Management which induced the Petitioner to leave Moorco India Ltd. and join them as technician to look after the maintenance of tanker lorry filling system in their white oil terminal. Even after automation system III was erected replacing automation system-I, the hardware of automation system-I continued to exist and it is only software which has been replaced in the new system. The allegations that the Petitioner was not competent enough to maintain the new system is false and untrue. Even though it is alleged that there was a contract between the Petitioner and Respondent, no written agreement was entered into between them. No order of appointment fixing the tenure of appointment or as retainer or on contract basis was issued to the Petitioner. Therefore, the question of contract coming to an end as on 31-12-2003 does not arise. The Petitioner worked under the Respondent/Management only as a technician. The Petitioner was also doing overtime work. The Respondent has to regularise and confirm the Petitioner's services upon completion of 480 days of continuous service in two calendar months from the date of his initial engagement as required under Tamil Nadu Industrial Establishment (Conferment of Permanent Status to workmen) Act, 1981. The Termination of the Petitioner is also a case of victimisation and unfair labour practice as enshrined in Schedule V of I.D. Act. Hence, for all these reasons, the Petitioner prays for an award in his favour.

6. In these circumstances, the points for my consideration are—

(i) "Whether the termination of the Petitioner by the Respondent/Management without prior notice and without any compensation is legal and justified?"

(ii) To what relief the Petitioner is entitled?"

Point No. 1:—

7. It is admitted by both sides that the Petitioner was originally employed in Moorco India Ltd. and the said Moorco India Ltd., has supplied automation system to the

Respondent/Management which is called as Accuload I in the year 1993 and the Petitioner was deputed as a technician for smooth functioning of the machinery during the warranty period of 12 months. It is the case of the Petitioner that after the warranty period was over, the Respondent official have requested the Petitioner to join the services of the Respondent company for which the Petitioner has accepted and joined the service of the Respondent as a technician from October, 1994 and his salary was fixed at Rs. 2500 per month, while he was receiving Rs. 4000 as salary to Moorco India Ltd. He joined the services of the Respondent at the lesser amount of pay only on the promise made by the officers of the Respondent/Management that his services will be brought to regular time scale in due course. Though he was paid wages only as a retainer, it was only monthly wages for the work done by him. But all of a sudden the Respondent has terminated his service from 31-12-2003 which is illegal, unjust and non-est in the eye of law.

8. As against this, the Respondent contended that the Petitioner was retained to attend the maintenance of system accuload I on retainer basis and retainer fee of Rs. 2500 from 9-11-1994 was paid and he accepted for the reduced rate of fee only on the ground that he was native of Nagapattinam district in which the Respondent/Management terminal was situated and he wanted to leave the services of Moorco India Ltd. and to settle down in his native place and to carry on the occupation as a free lancer and only because of that he has agreed for the retainer fee of Rs. 2500 under the Respondent/Management. No doubt, his retainer fee was increased from Rs. 2500 to Rs. 5000/- periodically, But, on this ground, it cannot be said that the amount was paid only as wages and in the year 2003 when Moorco India Ltd. offered a more sophisticated system called automation system III which was electronically controlled replacing the mechanical system with a more sophisticated computer software and since the Petitioner was not competent enough to look after the new system, the arrangement of the Petitioner with the Respondent in the matter of maintenance of automation system I was on retainer basis for a fixed period of one year which came to an end and the same was not renewed and it cannot be said that he was under the employment of Respondent/Management. His engagement was only as a retainer and not as a workman and there is no relationship of employer employee between the Respondent and the Petitioner. Further, it is contended that maintenance of accuload I is not as if the maintenance system requires a full time employee and the Respondent never made any promise to employ the Petitioner in its service and so the contract between the petitioner and the Respondent ended on 31-12-2003 and therefore, he is not entitled to claim any relief in this dispute.

9. In order to establish his case, the Petitioner filed sixteen documents and he examined himself as WW1 and

Ex. W1 is the copy of identity card issued to the Petitioner, Ex. W2 is the copy of temporary pass issued to the Petitioner, Ex. W3 is the copy of letter from Petitioner to Respondent regarding remuneration, Ex. W4 is the copy of letter from Petitioner to Respondent for his remuneration, Ex. W5 is the copy of note of Deputy General Manager to General Manager of the Respondent/Management. Ex. W6 is the copy of appointment order issued to the Petitioner. Ex. W7 is the copy of service certificate issued to Petitioner by the Respondent/Management. Ex. W8 is the copy of letter from Petitioner to Respondent. Ex. W9 is the copy of over time cards. Ex. W10 is the copy of letter from Petitioner to Respondent regarding entry passes. Ex. W11 is the copy of 2A petition filed by the Petitioner, Ex. W12 is the copy of the reply filed by Respondent before Assistant Labour Commissioner (Central) Ex. W13 is the copy of order of Inspector of Factories. Ex. W14 is the diagram of Accuload I and other accessories. Ex. W15 is the photo of Accuload I and D.P. meter. Ex. W16 is the copy of letter written by the Petitioner Respondent/Management.

10. On behalf of the Respondent, the Deputy Manager (maintenance & safety) of Respondent Mr. R. Kumar was examined as MW1 and through him Ex. M1 to M18 were marked. Ex. M1 to M7 are copies of letters from Petitioner to Respondent requesting for appointment as retainer. Ex. M8 is the copy of appointment order as retainer for maintenance of accuload I system for one year. Ex. M9 is the copy of recruitment policy of the Respondent/Management. Ex. M10 is the copy of recommendation of Deputy Manager (maintenance) for retaining the Petitioner as technician on the basis of retainership Ex. M11 is the similar letter written by Deputy General Manager during the year 1995. Ex. M12 is also a copy of another letter written by Deputy Manager for the Respondent to retain the petitioner as technician. Ex. M13 is the copy of another letter by Respondent/Management and Ex. M14 and M15 are copy of Petitioner's application for renewal of pass and also payment details of the Petitioner. Ex. M16 is the copy of purchase order placed by the Petitioner by the Respondent/Management for conversion from Accuload I to Accuload II in the Respondent/Management. Ex. M17 is the copy of report of annual maintenance for accuload system. Ex. M18 is the copy of request given by Respondent to FMC for service charges.

11. Learned counsel for the Petitioner contended that if really the Petitioner has not worked as technician under the Respondent/Management, he need not accept the work of technician for Rs. 2500 when he was already getting Rs. 4000 in Moorco India Ltd. Further, even though the Respondent produced certain documents to show that the Petitioner has requested to retain him only as a retainer and not as a workman under the Respondent/Management. These letters (Ex. M1 to M7) were written only on the request of the Respondent/Management and he has received the amount of Rs. 2500 which was periodically

increased and received Rs. 5000 at the time of termination only as wages and not as retainer fee and if really, he worked on contract, the Petitioner need not be paid over time wages, on the other hand, he has produced Ex. W9 which is the copy of over time cards issued to the Petitioner which will show that the Petitioner has received over time wages. Under such circumstances, the allegation that the Petitioner has worked only as a retainer and not as a workman namely technician is false. It is further contended on behalf of the Petitioner that MW1 who was examined on the side of the Respondent has admitted that he has written two Paragraphs Ex. W16 which clearly shows that these letters were written only on the instigation of the Respondent/Management and not voluntarily written by the Petitioner. These circumstances will clinchingly show that the Petitioner worked as a technician under the Respondent/Management and not on contract/retainer basis. It is his further contention that the work which was done by the Petitioner is perennial in nature. Since the petitioner was expert in maintenance work, he was retained by the Respondent/Management on the recommendation of officers of Respondent and it cannot be said that he has worked on contract basis year to year as a retainer and therefore, he argued that the order passed by the Respondent/Management terminating the services of the Petitioner is illegal and unjust.

12. As against this, on behalf of the Respondent it is contended that no doubt, the Petitioner has produced Overtime cards issued to him. But MW1 has clearly stated that these cards were issued inadvertently and merely because overtime cards were given to the Petitioner, it cannot be said that he was employed as a workman/technician under the Respondent/Management. Further, the document produced by the Respondent clearly shows that his contract for maintaining accuload I was renewed every year and his retainer fee was also renewed periodically and further in Ex. M8 it is clearly stated that his retainership has been accepted for one year from 1-1-2003 to 31-12-2003 and it is further stated that this will not include any commitment towards employment either direct or indirect. The Petitioner has not disputed the letter sent by the Respondent and he has also admitted that he has signed in the document as agreed for the conditions put forth by the Respondent. Though he has stated that it was written on the instigation of respondent officers, he has not established this fact with any satisfactory evidence and further, the Petitioner has not signed in a single document, but he has signed so many documents which will clearly show that the Petitioner was retained only as a retainer and not as a workman or technician under the Respondent/Management. Though it is contended on behalf of the Petitioner that Accuload I system is still working and the maintenance of this is still wanted by the Respondent/Management and under such circumstances, the work done by the Petitioner is perennial in nature, it cannot be said at

any stretch of imagination that this maintenance work is perennial in nature. Further, all these years, the Respondent's employees have trained in maintenance of Accuload I cannot be said that only the Petitioner alone can do the maintenance work of Accuload I. Further when Accuload II and Accuload III system were installed by the Respondent/Management which is more sophisticated than Accuload I and which was maintained by competent engineer by Moorco India Ltd. and when the Respondent entered into an agreement with M/s. Sanmark India for maintenance of Accuload III, it is not necessary for the Respondent/Management to retain the Petitioner as retainer for maintenance of Accuload I.

13. But, again on behalf of the Petitioner, it is contended that the Respondent has not produced any document to show that contract was entered into between the Petitioner and Respondent in writing for maintenance of Accuload I after the warranty period and the Petitioner was retained only as a retainer and not as a workman, whereas the Petitioner has produced document to show that he was treated only as a workman under the Respondent/Management and only to refuse the legal rights of the Petitioner, the Respondent has taken the stand that he was employed as retainer and not a workman.

14. Though I find some force in the contention of the Petitioner, from the documents filed on both sides it is clear that the Petitioner's engagement was only as a retainer for the maintenance work of Accuload I and not as technician as alleged by the Petitioner. No Doubt, I find some force in the contention that there is no reason for accepting lesser wages of Rs. 2500 when he was getting salary of Rs. 4000/- in Moorco India Ltd., which will show that only on the promise made by the officers of the Respondent, he has accepted this work of technician, but I find there is no point in the contention of the Petitioner when he has accepted and he has executed documents Ex. M1 to M7 which clearly that he was retained only as a retainer for maintenance of Accuload I and not as a workman.

15. Learned counsel for the Respondent further relied on the rulings reported in 2005 LLR 93 RAVINDRA KUMAR MISHRA Vs. UOI & ORS. wherein the Allahabad High Court has observed that "*non-renewal of contractual employment and dispensation of engagement at any stage without any reason in terms of appointment does not amount to retrenchment under Section 2(oo) of I.D. Act as held by Supreme Court in the case of ESCORTS LTD. Vs. PRESIDING OFFICER AND ANOTHER 1997 11 SCC 521.*" In the case of 1997 11 SCC 521 UMARANI A. Vs. REGISTRAR, CO-OPERATIVE SOCIETIES & OTHERS, the Supreme Court while dealing with the case of Tamil Nadu Co-operatives Societies Act, 1983 with regard to regularisation of service of employees of co-operative society not appointed in accordance with requirement under

statute and rules, it held that "*no appointment there can be made in deviation of or departure from the procedures laid down in the said statutory rules.....Regularisation in our considered opinion is not and cannot be the mode of recruitment by any "State" within the meaning of Article 12 of Constitution of India or anybody or authority governed by a Statutory Act or the Rules framed thereunder. It is also now well settled that an appointment made in violation of mandatory provisions of Statute and in particular ignoring the minimum educational qualification and other essential qualifications would be wholly illegal. Such illegality cannot be cured by taking recourse to regularisation.*" Relying on these decisions, learned counsel for the Respondent contended that even assuming for argument sake that the Petitioner was appointed as a workman/technician, since the appointment was not made by the Respondent/Management by following the procedure laid under their rules and regulations, it cannot be said that his appointment is valid. Further, by the documents produced by the Respondent, it is clearly established that his appointment is only a contractual one i.e. appointed as a retainer for one year and so on. Under such circumstances, it cannot be said that the Petitioner is entitled to the claim as prayed for in this dispute. It is also vehemently contended on behalf of the Respondent that there is no relationship of employer-employee between the Respondent and the Petitioner and under such circumstances, no relief can be granted in this dispute.

16. I find much force in the contention of the learned counsel for the Respondent. Though it is alleged that the Petitioner worked only as a technician under Respondent/Management, no document was produced before this court to establish that the Petitioner was appointed as a technician under Respondent/Management. Even though the Petitioner has produced documents to show that he has worked as a technician for maintenance of Accuload I, this appointment is only a contractual one. Under such circumstances, I find the termination of contract by efflux of time would not amount to termination as per Industrial Disputes Act and therefore, the order impugned passed by the Respondent/Management is legal and justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled ?

17. In view of my foregoing findings, I find the petitioner is not entitled to any relief as claimed in this dispute. No Costs.

18. Thus, the reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 25th January, 2006).

K. JAYARAMAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : WW1 Sri K.S. Mohan

For the Respondent/Management : MW1 Sri R. Kumar

Documents Marked :—

For the Petitioner/I Party :—

Ex. No.	Date	Description
W1	01-01-96	Xerox copy of the identity card issued to Petitioner.
W2	Nil	Xerox copy of the temporary pass issued to Petitioner.
W3	Nil	Xerox copy of the letter from Petitioner to Respondent.
W4	Nil	Xerox copy of the letter from Petitioner to Respondent.
W5	14-05-2006	Xerox copy of the note of Deputy General Manager to General Manager of Respondent/Management.
W6	24-06-96	Xerox copy of the appointment order issued to Petitioner.
W7	25-11-99	Xerox copy of the service certificate issued to Petitioner.
W8	01-12-00	Xerox copy of the letter from Petitioner to Respondent.
W9	Nil	Xerox copy of the over time cards
W10	01-02-03	Xerox copy of the letter from Petitioner to Respondent Regarding entry pass.
W11	Nil	Xerox copy of the 2A petition filed by Petitioner raising Industrial Dispute.
W12	30-08-04	Xerox copy of the reply filed by Respondent before Assistant Commissioner of Labour (Central).
W13	22-10-02	Xerox copy of the order of Inspector of Factories, Trichy.
W14	Nil	Xerox copy of the diagram of terminal/equipment.
W15	Nil	Photos of system and P. D. meter
W16	30-11-00	Xerox copy of the letter from Petitioner to Respondent for extension of retainership.

For the II Party/Management :—

Ex. No.	Date	Description
M1	02-05-95	Xerox copy of the letter from Petitioner requesting for Retainership.
M2	14-05-96	Xerox copy of the letter from Petitioner requesting for Retainership.
M3	24-06-96	Xerox copy of the letter from Petitioner requesting for Retainership
M4	06-05-97	Xerox copy of the letter from Petitioner requesting for Retainership
M5	19-01-97	Xerox copy of the letter from Petitioner requesting for Retainership
M6	13-12-99	Xerox copy of the letter from Petitioner requesting for Retainership.
M7	19-01-02	Xerox copy of the letter from Petitioner requesting for Retainership.
M8	11-04-03	Xerox copy of the letter from Respondent to Petitioner for maintenance of accuload system.
M9	01-10-80	Xerox copy of the management recruitment policy.
M10	30-10-94	Xerox copy of the note from Deputy Manager (Maint) to Senior Terminal Manager.
M11	11-01-95	Xerox copy of the note from Deputy Manager (Maint) to Senior Terminal Manager.
M12	10-05-95	Xerox copy of internal correspondence regarding engagement of instrument technician on retainership basis.
M13	11-08-97	Xerox copy of the note regarding maintenance of Accuload system
M14	Nil	Xerox copy of the application for pass/renewal.
M15	Nil	Xerox copy of the payment details copy of Petitioner.
M16	22-12-03	Xerox copy of the purchase order placed on FMC Technology.
M17	11-03-05	Xerox copy of the note from Deputy Manager (Maint) to Senior Terminal Manager.
M18	10-09-03	Xerox copy of the invoice raised by M/s. FMC Technologies Sanmar for Rs. 34,763.

नई दिल्ली, 3 मई, 2006

का. आ. 2091—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बर्न स्टैण्डर्ड कं. लि. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चैन्नई के पंचाट (संदर्भ संख्या 592/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-5-06 को प्राप्त हुआ था।

[स एल-29011/57/99-आईआर(विधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 3rd May, 2006

S.O. 2091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 592/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Burn Standard Co. Ltd. and their workman, which was received by the Central Government on 2-5-2006.

[No. L-29011/57/99-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Thursday, the 16th February, 2006

Present: K. Jayaraman, Presiding Officer

INDSUTRIAL DISPUTE NO. 592/2001

In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of Burn Standard Company Ltd. and their workmen)

BETWEEN

1. The General Secretary, : I Party/Claimant
Magnesite Thozhilalar
Munnetra Sangam, Salem
2. The Deputy General Secretary,
Magnesite National Labour
Union, Salem

AND

The General Manager, : II Party/Management
Burn Standard Company Ltd.,
Salem

Appearances:

- For the Claimant : M/s. Row and Reddy,
Advocates.
- For the Management : Mr. M.R. Raghavan,
Advocate.

AWARD

The Central Government, Ministry of Labour vide Order No. L-29011/57/99-IR (M) dated 24-2-2000 has referred the dispute to this Tribunal for adjudication. The Schedule mentioned dispute is as follows:—

“Whether the management of Burn Standard Co. Ltd., Salem in not regularising/absorbing the contract Labour numbering 145 as listed in settlement dated 18-7-97 (copy enclosed) is justified? If not to what relief the workmen are entitled?”

2. This industrial dispute was earlier referred to Tamil Nadu State Industrial Tribunal and on constitution of this Tribunal, this dispute was transferred to this Tribunal and on receipt of the reference, it was taken on file as I.D. No. 592/2001 and notices were issued to both the parties and both the parties entered appearance through their advocates and filed their Claim Statement respectively.

3. The allegations of the Petitioner in the Claim Statement are briefly as follows:—

The workmen whose names are referred to are working as on date in the Respondent/Management under nomenclature contract workmen. Though they are called as contract workmen, the alleged contract is sham and nominal. Although the alleged contractors changed, the Respondent continued the employees through some other person naming him as a contractor. Even when the contract was terminated, the Respondent continued these employees without any contractor. Even in the settlement under section 12 (3) of the I.D. Act, 1947 between the Petitioner union and the Respondent/Management, the Respondent/Management agreed to treat the period of five days between 1-9-98 and 5-9-98 as on duty and that period will not be treated as break in service except payment of wages for seventy contract workers. Further, they have stated that payment of wages for the period above to these 70 workmen will be sorted out at the time of absorption of 70 workmen on the rolls of Respondent/Management. These facts amply prove that the contract system was a device to deny the permanent status to these employees. It is alleged that there are 74 contract workers under contractor Mr. Govindan working since from 1975 and now under contractor Mr. Subramani since 1999 till date. But these workmen worked continuously without any break. Similarly, there are 71 contract workers working under the alleged contractor Mr. Natarajan since 1987 and worked under contractor Mr. P. Hiranian since 1993 till 1999 and now working under the contractor Mr. N. Nandagopal, S/o. former contractor Mr. Natarajan since 1999 till date with continuous service. Though the Respondent/Management has changed the alleged contractors consequent upon the termination/leaving on their own contract workers continued without break and the nature of jobs performed by them are unchanged and continue to exist till date. Therefore, the alleged contractors are

individual middleman and they have no establishment of their own. Thus, the job performed by contract workers is in the establishment of Respondent/Management and their work was supervised by the officers of Respondent/Management namely principal employer, therefore, they are regular workmen of Respondent/Management since they are working in the company and they have to be regarded as regular workmen. The Employees State Insurance contribution of contract workers though deducted from contractors bills, every month is remitted only by Respondent company in a common cheque including the contribution of contract regular permanent company's employees under ESI code of Respondent company. The contractors do not have any separate ESI code in their name. The P.F. contribution and pension contribution of these contract workmen although deducted from the contractor bills every month are remitted only by the company by way of Company's cheque under the principal employee's administered Burn and Co. Employees Labour Provident Fund under their P.F. code number. Even for this, the alleged contractor do not have a separate code number in their name. Thus, it is clearly proved that alleged contractors are only commission agents and contractors are paid by principal employer Rs. 4000 per month as commission/wages for having contract in their names. Many of the workmen in this dispute have put in varied years of service from 7 years to 26 years and the job done by them is of perennial in nature and the work is incidental to and necessary for the industry. These workmen worked along with other regular workmen and they are doing the same or similar job. These workmen are engaged in loading and unloading of finished products into wagon/lorries, unloading and stacking of raw materials from wagons/lorries which is a perennial job on day to day activities under despatch challans. They also work in crushing/mixing/cleaning works which is incidental to production process. Some of these workmen are engaged along with company workers from production and maintenance in company owned equipments. Safety equipments such as respirators, washing soap tools of the company are supplied by Respondent and not by the contractor. The contract workers are taking food in the company's canteen at the same subsidised rates along with the company's direct employees and for this no separate amount is charged from contractors. The welfare amenities like uniform, chappals etc. are procured and supplied to contract workers by the Respondent but the bills are drawn in the names of alleged contractors. Thus, the Respondent/Management which is the real employer under mask, but the wages paid to workers are far below that of the company's direct workers. They are not getting privilege of leave with wages. The wage negotiation are made only with the Personnel Manager of the Respondent/Management and workers placed their demands for revision of wages and other service conditions only to the Respondent/Management. Those workmen in this dispute are directly employed by the Respondent. Only

to defeat their rights they are asked to sign on registers maintained by alleged contractors. The contractor never recruited or employed these 145 workmen. Not once were they stopped by the Respondent due to termination of any contract. The Respondent only exercises direct control and supervision of their work and determines their service conditions. Therefore, the action of the Respondent/Management is in clear violation of legal legislations and further they have entered into a settlement dated 18-7-97 under section 12(3) before Assistant Labour Commissioner (Central) and they have violated the clauses of settlement unlawfully and therefore, the Petitioner union has raised this dispute and prays that an award may be passed directing the Respondent/Management to absorb all the contract workmen whose names are mentioned in this dispute with retrospective effect from the year of their joining and also pay them the same wages paid to direct workers and also the privileges available to company's permanent workmen.

4. As against this, in the Counter Statement it is contended that the dispute raised by the Petitioner is not maintainable in law. Regarding the espousal of the cause of workmen particulars has not been furnished in the Claim Statement and they have not raised the dispute in accordance with law and hence it is not maintainable. The order of reference is also not valid in law. When a specific provision under a special statute is available to deal with regularisation/absorption of contract labour, it may not be open to the Govt. to make a reference in accordance with provisions of I.D. Act. These 145 workmen are working under two licensed contractors, who were issued with licence by the licensing authority under Contract Labour (Regulation and Abolition) Act. The Respondent/Management also obtained certificate of registration as required under the Contract Labour (Regulation & Abolition) Act. No doubt, the new contractor after they entered into an agreement with the management, they prefer some of the workmen employed by previous contractor in view of the past experience and the Respondent has no role in this and also it is left to the contractor to pick and choose the workmen to be engaged by him. No doubt, in the settlement they have entered into with regard to 70 workmen in future such things can be sorted out. But, the Respondent/Management was not in a position to consider absorption due to the change in business and various other constraints. Since the Respondent company has given voluntary retirement to around 457 employees from 1993 to 2000, and planning to downsize its manpower further in view of its changed business, there is no vacancy and the question of filling up any vacancy with contract workmen did not arise. It is only the Petitioner union who were signatories to settlement have violated the settlement by raising this dispute. It is true that after the termination of contractor Sri R. Govindan, Sri P. Subramani was engaged as contractor and another contractor Sri N. Nandagopal, who was also engaged since 1999 after termination of the contractor Sri P. Hiranian. The contract workers were

engaged as per procedure laid down under company's purchase manual where notifications were issued in leading newspapers and tenders were received and finalised as per procedure. It is false to allege that the work of the contract workers was supervised by company officials and the contractors are individual middlemen. Only the concerned masters appointed by the contractors are supervising the work and only certifications are done by company's official as to the quantum of work done by contractors. ESI contribution are recovered by principal employer and remitted to ESI to avoid delay in direct payment by the contractors. The General Secretary of the Salem Magnesite Labour Union has approached the State Advisory Contract Labour Board requesting for abolition of these contract labour, but it was decided that there was no necessity to abolish the contract labour system in the Respondent company and it was decided by State Advisory Contract Labour Board after necessary inspection carried out by the concerned officials of factory inspectorate. The Respondent company is an exempted establishment and the PF accounts are being maintained by P.F. Trustees and separate account is being maintained for contract workmen. PF being a social security scheme and in order to maintain PF account of contract workmen and only for the reason of easy accessibility and settlement of PF dues, they have done the work. But on that score, it cannot be said that the contract workmen have become automatically the employees of the company. It is false to allege that only contractors are only commission agents. Further, the work done by the contract workmen are not perennial in nature as their nature of jobs and requirement of manpower various on a day to day basis depending upon the arrival of number of lorries for loading/unloading and other incidental works. The work is not perennial affair and the Respondent cannot provide permanent workmen for these jobs. Welfare and safety items are given only by contractor concerned and canteen has been provided under Factories Act. Though the contract workers are not authorised to take food from canteen, they are also availing the canteen facility. Safety amenities like tight fitting cloth, footwear are provided to contract workmen on the advice of Inspector of Factories. The Respondent company as a whole was referred to BIFR in December, 1994 and declared as sick by BIFR and it is in process of revival. BIFR suggested drastic reduction of manpower to make the unit viable. Regular workers are appointed based on approved vacancies by the Corporate Office at Calcutta and following Govt. policy in recruitment procedure like recruiting workers through employment exchange, policy aspects of SC/ST/OBC and age factors, qualification and certain physical standard, experience etc. So, there are bound to be difference between permanent workmen recruited for specific jobs in the company compared to contract workmen, where illiterate workers are recruited by contractor to do some manual jobs. There is no exploitation of contract employees and workers are agreeing to work under the contractor end as such there is

no exploitation. It is wrong to say that wage negotiation are done by Personnel Manager of the Respondent/Management. The concerned workmen are never recruited by the management because the Respondent/Management is bound to recruit the workmen based on sanctioned vacancies through employment exchange and following reservation policy of the Government of India. Further, this dispute is bad in law for non-joinder of parties. There is no privity of contract between the workmen involved in this dispute and the Respondent/Management. Admittedly, the workmen are engaged through contractors who are immediate employers, hence on this ground, this dispute is not maintainable. Hence, for all these reason, the Respondent prays that the claim may be dismissed with costs.

5. In these circumstances, the points for my consideration are :—

(i) "Whether the Respondent/Management in no regularising/absorbing the contract labour numbering 145 listed in settlement dated 18-7-97 is justified?"

(ii) To what relief the concerned workman are entitled?"

Point No. 1:—

6. This is a case for regularising/absorbing 145 contract workers listed in the reference. The case of the Petitioner is that under settlement Ex. W1 the management agreed to absorb 145 workers mentioned in annexure who are described as contract labourers. But, some of these workmen were working ever since 1975 nearly 25 years and therefore, the Respondent/Management agreed to absorb them. Since they have not absorbed as per settlement, the Petitioner Union has raised this dispute on behalf of the workmen.

7. As against this, the Respondent disputed the claim of the Petitioners on the ground that this dispute is not maintainable and secondly even though there is a settlement under Ex. W1, due to various subsequent developments, the work force had to be reduced and voluntary retirement scheme was introduced in order to reduce the work force and since the Salem unit is part of Burn Standard a composite unit and since the entire unit was running into loss, as a policy, the work force could not be increased, hence there was no scope for absorbing or recruiting fresh hands and as such, the Respondent/Management is not in a position to regularise the workers and therefore, the demand of workmen for regularisation/absorption is not just and proper.

8. Therefore, in these circumstances, we have to look into the case whether the action taken by the Respondent/Management is just and proper.

9. Learned counsel for the Petitioner contended that a settlement under section 12 (3) of the I.D. Act under Ex. W1 is to be enforced and under this settlement, the

Respondent/Management Burn and Co. is a signatory. Under this settlement, Clause 1 says that the management agrees to absorb the workmen as per the advice of Assistant Labour Commissioner (Central) Chennai without considering the charter of demands. Even though the Regional Labour Commissioner has advised the management under Ex. W2 on 17-8-1998 and even though it is mentioned that the work done by 145 workmen is of perennial in nature and regular workmen engaged by the Respondent/Management dwindling though the production had increased, the Regional Labour Commissioner advised to absorb these 145 workmen and he has also informed the management that if they are not absorbed, it is against the spirit of the settlement and even after that the Respondent/Management has not absorbed the 145 workmen and therefore, the Petitioner union has raised this dispute.

10. The main objection of the Respondent/Management against the Petitioner union is that while raising this industrial dispute, the cause of workmen has not been espoused in accordance with law and hence this dispute is not maintainable. It is further contended on behalf of the Respondent that union has not placed and material to establish the proper espousal. Though they alleged that members of the union have passed resolution, no evidence was produced before this Tribunal to substantiate this contention. No doubt, the xerox copy of the Executive Body's resolution was placed before this Tribunal which contains various signatures of workmen but this could not sufficient to establish the fact that the cause of the workmen was properly raised and espoused and for which he relied on the rulings reported in 1990 1 LLJ 349 MURUGAN TRANSPORT Vs. ITS WORKMEN AND ANOTHER wherein the High Court of Madras has held that "in the absence of any evidence or proof to show that the general body of the union authorised its secretary or any of its other office bearers to make the demand on behalf of the eight dismissed employees on the management, reference under section 10 of I. D. Act must be held to be invalid." But, on the other hand, learned counsel for the Petitioner relied on the rulings of the High Court of Kerala reported in 2003 4 LLJ 342 wherein while considering the issue "reference of dispute relating to charter of demands by contract workers in canteen of company was raised in which validity of reference was challenged on the ground of absence of employer-employee relationship", the High Court of Kerala has held that "Industrial Tribunal should consider whether the contract is sham or genuine and then only on merits the dispute is to be considered by the Tribunal." Further in 1989 11 LLN 699 WORKMEN OF BROOKE BOND INDIA LTD. Vs. INDUSTRIAL TRIBUNAL AND OTHERS, wherein the Division Bench of the Madras High Court has held that "industrial dispute raised under section 2k of the I.D. Act with regard to espousal of dispute, the act is silent.

There is no provision in the Act requiring that the industrial dispute should be raised by the entire body of workmen of the industry or by every one of them or even by a majority of them. Nowhere it has been insisted that the workmen raising the industrial dispute should be a body of majority. If the industrial dispute affects or is likely to affect the rights and interest of workmen as a class, industrial law envisages that for the purposes of maintaining industrial peace and harmony such industrial dispute should have examination and adjudication by the forums constituted under the Act. No hard and fast rule can be laid down as to the number of workmen, whose joining hands, association, consensus and espousal would convert the dispute into a industrial dispute. Each case will have to be decided on its own facts taking note of the nature of dispute. However, it has got to be noted that strength of workmen espousing the cause must lead to a legitimate inference that the dispute is one which affects the workmen as a class. The Industrial dispute could be taken up either by union of workmen or by an appropriate number of workmen of management. To put it in other words, it must be a collective dispute and that alone will constitute an industrial dispute. The concept of a collective dispute should not be construed to mean that all the workmen of the management or a majority of them should sponsor and support the dispute. It would be sufficient if the industrial dispute has the support of a substantial body of workmen concerned in the management. The industrial dispute could be raised even by a minority union or even by an unrecognised union." Relying on this judgement, learned counsel for the Petitioner contended that Petitioner's union have produced resolution passed by the members of union and under such circumstances, it cannot be said that the Petitioner union has not espoused the cause of 145 workmen properly.

11. I find much force in the contention of the learned counsel for the Petitioner and as such, I hold that the contention of the Respondent that the cause of 145 workmen is not properly espoused is without any substance.

12. The next legal contention of the learned counsel for the Respondent is that it is admitted by the Petitioner that the concerned employees namely 145 workmen are contract workers and the Contract Labour (Regulation & Abolition) Act provides for engagement of contract workmen by the establishments and it also envisages separate procedure for redressing the grievances and therefore, any person who aggrieved out of this contract could invoke provisions of Contract Labour (Regulation & Abolition) Act for redressal. Since Contract Labour (Regulation & Abolition) Act provides for right and remedy, the remedy under other enactments are barred and hence, the dispute itself is not maintainable in law and deserves to be dismissed.

13. But, again the learned counsel for the Petitioner contended that even in the case reported in 2003 4 LLJ (supplement) page 342 the Kerala High Court while dealing with the issue "when a reference of dispute relating to

charter of demands by contract workers in canteen of company, the High Court directed that "the Tribunal should consider whether there was a valid dispute or not. The Tribunal should therefore first give a finding as to whether the contract under which the contractor supplied services of workmen to the company was sham or genuine," and as such, the High Court of Kerala has remanded the matter to Tribunal to consider the same.

14. This case, no doubt, the Petitioners have stated that they have employed as contract labour but subsequently, it is only the management has taken task and they have been paid by the management directly. Though they have stated that the contract between the third party and the management, it is only a sham and nominal document and they are under the control of the management. Under such circumstances, I find this contention of the Respondent is also without any substance.

15. Therefore, we have to consider whether the action of the Respondent/Management in not regularising/absorbing 145 labourers listed in annexure is justified?

16. As I have already stated, learned counsel for the Petitioner contended that even though the management has entered into settlement with the union on 18-7-97 and even though they have agreed to absorb 145 workman as per the advice of Assistant Labour Commissioner (Central), Chennai and even though the Regional Labour Commissioner has advised the management to absorb the workman, they have not absorbed or regularised the services of workmen concerned. It is the allegation of the Petitioner that it is not the so called contractors, who are the real pay masters but the Respondent/Management namely Burn & Co. is the real pay master. It is further alleged that the so called contractors namely S/Sri Govindan, Subramanian, Nandagopal and Hiranian have no independent establishments of their own and they are poor persons. Further, the Respondent/Management has admitted even in the counter and also the witnesses examined on the side of the Respondent/Management namely MW1 and MW2 have admitted that subsidised food facility in the canteen is used by the contract workers. It is further admitted by the witnesses of Respondent that they have not charged any amount for this subsidised food from the contractors. It is admitted by the witness of the Respondent that safety equipments are provided only by the management. In this case, though the Respondent alleged that there is a contract between the above said persons and the management, it is admitted by the management that there is no agreement for contract in writing, but only a work order. Even in the work order, there is no terms or any conditions. Though the Respondent has examined two witnesses and though they have stated that the contract is subsisting and these contracts are entered as per Contract Labour (Regulation & Abolition) Act, MW1 namely the Manager, Civil &

Factory Administration has admitted that there is no proof to show that the contractors are supervising these concerned workmen. Under such circumstances, these workman are direct workers under the Respondent/Management and only to deny the rights conferred under labour laws, they have classified the concerned workman as contract labourers and the Respondent refused to give them all the facilities enjoyed by the regular employees. It is also contended on behalf of the Petitioner that the Respondent witness MW2 namely the Chief Manager (Personnel & Administration) has admitted that even after introducing Voluntary Retirement Scheme, 700 workmen were retired, they have engaged 296 workers subsequent to that and the production has not been affected by the VRS of 700 workmen and only because the concerned employees are working on behalf of the regularly employed persons. It is the further contention of the learned counsel for the Petitioner that on the side of the Petitioner WW1 to WW5 were examined and they have clearly stated that the work done by concerned employees is of perennial in nature. Further, the petitioner has produced Ex. W9 which clearly shows the areas where the concerned employees worked and it is also admitted by WW4, who is a permanent employee of the Respondent/Management. It is further admitted by the permanent employee that these 145 workmen are doing the same work as that of regular employees. It was not disputed by the Respondent/Management that this person has given a false evidence. No doubt, it is suggested that this witness was touted by the employees concerned. It is not established before this Court that this witness has got any motive or any enmity against the Respondent/Management and for what reason he has given the evidence against the Respondent/Management. Thus, it is clearly established by the Petitioner that these 145 workers are doing the same work as that of regular workmen and it is the Respondent alone has denied the wages to these contract workers and there is a parity among the concerned workmen and regular workmen. It is the further contention of the learned counsel for the Petitioner that PF & ESI contributions were paid by Respondent/Management and not by the contractor and it is only the employer who has deposited the PF & ESI contributions to the concerned officials. It is also an important factor that deduction is made by Respondent/Management namely Burn & Co. (Salem Workers Labour Provident Fund) and this amount was not reimbursed from the contractors. It is also contended on behalf of the Petitioner that the Petitioner has filed an I.A. for production of documents and it was allowed by this Tribunal. But, the Respondent/Management has not produced the records of payment of bonus and also payment of wages. Therefore, it can be clearly noted that if these documents are produced before this Tribunal, definitely it will reveal the facts against the Respondent/Management. It is further argued on behalf of the Petitioner that no doubt, the Respondent/Management has produced rules and regulations of PF for

the employees; but the management has inserted two cyclostyled sheets between pages 8 and 9 in Ex. W26 which is the rules and regulations, to show that they can deduct the PF for contract workers also. According to the Petitioner, this insertion is a fraudulent insertion because Regulation 27 of Ex. W26 says that any alteration should get approval of the Commissioner under EPF Act, but the Respondent has not established before this Court that this alteration (amendment) has received the approval of the Commissioner. Therefore, as per the definition of Section 2 (f) of Rules & Regulations any person who get his salary from the company and this shows that when the company is deducting PF, they are the persons who are giving salary to the employees. In this case, it is admitted that the Respondent/Management is deducting PF amount and therefore, they should be deemed to be the employees of Respondent/Management. It is the evidence of the Petitioners that wages were paid by the Respondent/Management and not by contractors and the contract is sham and nominal, but against this contention, the Respondent has not produced any evidence to show that wages were paid only by contractors and the contract is a genuine one. Further, as per Ex. W3 which is a settlement entered into by the Respondent/Management in which the management has agreed to treat the period from 1-9-98 to 5-9-98 with regard to two persons who alleged to be contract labourers, as period spent on duty and they will not result in break in service. Since the management has entered into settlement and since the contractors were not signatories to the settlement it is clearly established that the Respondent/Management alone is the pay master to the concerned workmen. It is also alleged by the learned counsel for the Petitioner that under Ex. W10 the management has paid gratuity and terminal benefits to one Mr. Ganesan Anandan who is alleged a contract labourer and these circumstances clearly establish that it is only the Respondent/Management who has controlled the concerned workmen and therefore, the alleged contract is a sham and nominal one and therefore, the request of the Petitioner is to be considered favourably.

17. As against this, learned counsel for the Respondent contended that no doubt, the Respondent/Management has entered into 12(3) settlement on 18-7-97 wherein the management has agreed that seniority list of contract labourers would be maintained and also agreed to consider the advise of Assistant Labour Commissioner (Central), Chennai regarding absorption of contract labourers. But, due to various subsequent developments and since the work force had to be reduced as per the advise of the Govt. and the Govt. had introduced VRS and it is clearly established that entire unit of the Respondent/Management was running at loss and therefore, there is no scope for absorbing or recruiting any fresh hands and therefore, it cannot be absorbed all the workmen as per the settlement. It is the contention of the learned counsel for

the Respondent that though the counsel for the Petitioner argued that the management has paid gratuity and terminal benefits to Sri Ganesan Anandhan who alleged to be a contract labour, but in reality, it is not so, because Sri Ganesan Anandhan was not a contract labour and he was the permanent employee of the Respondent/Management company and worked under Company's mines and he was allotted P.F. number by the company. Since he expired while in service, one Mrs. Chinnakannu, wife of the deceased was paid terminal benefits such as leave encashment, gratuity etc., which is clearly established by Ex. W10 and this Respondent has not paid gratuity to any contract workman. Since it is not established that Sri Ganesan Anandhan is not a contract worker, the contention of the Petitioner is not valid in law. The next contention of the learned counsel for the Respondent is that no doubt, the Respondent/Management is not charging canteen subsidy rate from the contractor. But, under the Factories Act, it is mandatory that canteen is maintained for all the factories. Since the contract employee is also an employee under Factories Act, the benefit of subsidy food is extended to contract workmen also. Further, when the rates for each job are finalised by the contractor, the subsidy portion towards canteen food will also be taken into account for calculation of rates and the rates offered to the contractor will include this subsidy factory also. Further, it is to be noted that the factory is situated very far away from main road and there is no other hotel nearby for boarding. Under such circumstances, on humanitarian grounds, this facility was extended to the workmen and on that ground, it cannot be contended that the concerned workmen are workmen of the Respondent/Management. Though the Petitioner contended that they are directly employed by the Respondent/Management, they have not substantiated this contention with any satisfactory evidence. The benefits like ESI & PF and canteen facilities provided by Respondent will not establish that they are directly employed by the Respondent/Management. Both ESI & EPF Act brings within the ambit of employee a contract employee also and once a contractor is engaged by a principal employer, the principle employer is enjoined to see that the contractor implements provisions of ESI & EPF Act. In this case, EPF is paid to a separate trust and it is not paid by the Respondent, whereas the regular employees of Respondent who are entitled to PF benefits remit contributions to the PF department. And not to the trust. With regard to ESI is concerned, the contractor alone deducts contribution and remits and same and the Petitioner has not produced any records to show that ESI contribution are paid by Respondent in respect of contract employees. Only because the Factories Act makes it mandatory that a canteen is to be maintained and since the contract employees are also employees under Factories Act, the benefit of subsidised food is given to contract workmen. Therefore, it would not automatically mean that this contract workmen are workmen under the Respondent/Management. It is clearly stated by the witness on the side

of the Petitioner that there is no appointment order issued to them by the Respondent/Management. Under such circumstances, in the absence of recruitment, in the absence of supervision and payment of wages by Respondent, the contract workmen would not be employees of the Respondent, the and consequently, the demand of workmen for regularisation is not sustainable in law. Then again, learned counsel for the Respondent contended that no doubt, there is no written contract between the Respondent/Management and the contractors, but the contract between the principal employer namely Respondent/management and the contractor is by way of work order and the principal employer being one registered under Contract Labour (Regulation & Abolition) Act and the contractor being one who has obtained licence under Contract Labour (Regulation & Abolition) Act and in that license itself, it is clearly mentioned for what purpose the contract was entered into and it is only for the purpose of loading and unloading the materials by engaging contract labour and the contract is in the form of work order and hence, it cannot be contended that there was no contract between the Respondent/Management and the contractor. No doubt, the Petitioner has contended that the contractor was man of straw. But, it cannot be brushed aside that contractor is one who was granted with license by the department and the department has taken all necessary precautions before issuing license to the said contractor. Therefore, without any material, without any substantial proof, it cannot be presumed that contractors are men of straw. No doubt, the Petitioner has contended that contractors were not examined and they have no independent establishment, but the contractors are independent individuals and it is only the union has to demonstrate before this Tribunal by examining the contractors and establish that they are men without means and the burden of proof squarely lies upon the union and the Petitioner union having not discharged this burden, cannot now make a complaint that contract is sham and nominal and the contractors are men of straw.

18. As against this, learned counsel for the Petitioner relied on the rulings reported in 1964 II LLJ 663 D.C. DEWAN MOHINDEEN SAHIB & SONS AND ANOTHER VS. UNITED BIDI WORKERS' UNION SALEM AND ANOTHER, wherein while considering the relationship of master and servant existed between the bidi manufacturer engaging a number of persons on contract for getting the work of rolling the bidis, the Supreme Court has held that "in the instant case, Industrial Tribunal found that the system of bidi manufacture through the so called intermediaries (styled as contractors) was a mere camouflage devised by the bidi manufacturer and it also found that the so called contractors were indigent persons and served no particular duties and discharged no special functions. Raw materials were furnished by manufacturer to be manufactured into finished products by the workmen and the contractors had no other functions except to take

the raw materials to the workmen and gather the manufactured material. It, therefore, held that the so called contractors were not independent contractors and were mere employee or were functioning as branch managers of various factories, their remuneration being dependent upon the work turned out". Hence, the Supreme Court held that 'bidi rollers were the employees of bidi manufacturer and not of the so called independent contractors.' Further, in that case, the Supreme Court has held that "no doubt, the work of bidi rolling was done in the premises of the so called contractors and in the absence of any evidence this way or the other, it could not be contended that there was no supervision or control over the work of bidi rollers. Further, the evidence in regard to the conduct of bidi manufacturer also showed that the employees were treated as his workmen". Learned counsel for the Petitioner also relied on the rulings reported in 1978 4 SCC 257 HUSSAIN BHAI VS. THE ALATH FACTORY THEZHILALI UNION, wherein the workmen were engaged in rope manufacturing work. In that case, the Supreme Court has held that "facts found are that work done by the workmen was an integral part of the industry concerned that the raw material was supplied by the management, that the factory premises belonged to the management, that the equipment used also belonged to the management, and that the finished product was taken by the management for its own trade. The workmen were broadly under the control of the management and defective articles were directed to be rectified by the management. This concatenation of circumstances is conclusive that the workmen were the workmen of Petitioner". Learned counsel for the petitioner further relied on the rulings reported in 2004 I SCC 126 RAM SINGH AND OTHERS VS. UNION TERRITORY & OTHERS wherein the Supreme Court has stated how to determine by the Industrial forum with regard to relationship of employer-employee. In that case, the Supreme Court has held that "in determining the relationship of employer and employee, no doubt, control is the one of the important tests but is not to be taken as the sole test. All other relevant facts and circumstances are required to be considered including the terms and conditions of contract. It is necessary to take a multiple pragmatic approach weighing up all the factors for and against an employment instead of going by the sole "test of control". An integrated approach is needed. "Integration" test is one of the relevant tests. It is applied by examining whether the person was fully integrated into the employer's concern or remained apart from and independent of it. The other factors which may be relevant are—who has the power to select and dismiss, to pay remuneration, deduct insurance contributions, organise the work, supply tools and materials and what are the 'mutual obligations' between them it further held that "normally, the relationship of employer and employee does not exist between an employer and a contractor and the servant of an independent contractor. Where however, an employer

retains or assumes control over the means and method by which the work of a contractor is to be done, it may be said that relationship between employer and employee exists between him and the servants of such a contractor. In such a situation, the mere fact of formal employment by an independent contractor will not relieve the master of liability where the servant is, in fact, in his employment. In that event, it may be held that an independent contractor is created or is operating as a subterfuge and the employee will be regarded as the servant of the principal employer. Whether a particular relationship between the employer and employee is genuine or a camouflage through the mode of a contractor, is essentially a question of fact to be determined on the basis of features of relationship, the written terms of employment, if any, and the actual nature of employment. The actual nature of relationship concerning a particular employment being essentially a question of fact, it has to be raised and proved before an industrial adjudicator." Relying on these decisions, learned counsel for the Petitioner contended that in this case it is not established before this Tribunal that the contractor is the real pay master and the contractor was not examined by the Respondent to prove that their contract is a genuine one. On the other hand, it is evident from the evidences of the Petitioner side that contractor was never present while disbursing salary and never supervised the work of concerned workmen during the process and it is only created for the purpose of denying the rights of the concerned employees. It is further contended by the learned counsel for the Petitioner that it is an admitted fact that the so called contractors have no independent establishment and they were paid monthly amount only for lending their names as contractors and they are just ordinary people who cannot afford to take a contract on their own or pay wages on their own. It is further contended on behalf of the Petitioner that work performed by these 145 workmen is perennial in nature and the workmen worked all through the year and it is only the management who deducted the provident fund from the workmen's and remitted to the trust for the welfare of Bum & Co. Even at the time of election of Respondent company P.F. Trust regular employees as well as so called contract workers had voted. Furthermore, the Respondent/Management promised to absorb all these 145 workmen at the time of general demand only because that they have worked all along for the management continuously and only on the consideration that their work is perennial in nature, the Respondent/Management agreed to absorb these 145 workmen and entered into settlement under the settlement. It is false to allege that the workmen were not given work regularly and their nature of work will depend upon number of lorries for loading/unloading and other incidental works. The Respondent has not produced any document to show the work of concerned employees, even though they have admitted the PF and ESI deductions were made, which will

clearly show the total number of working days and the work. Under such circumstances, it has to be presumed that the work of concerned employees are perennial in nature and they worked all along as alleged by the Petitioners. Though, it is contended that the Respondent/Management is running at loss, from the documents produced on either side, it is clear that the Respondent/Management unit at Salem is running in profit and further MW1, who is a member of the Officers union have filed an affidavit before the Supreme Court that this unit at Salem is running in profit. Under such circumstances, the contention of the Respondent that the factory is running in loss is only to deny the rights of the Petitioner.

19. But, again, the learned counsel for the Respondent contended that no doubt the Respondent/Management on 18-7-97 entered into a settlement on 18-7-97 to consider the absorption of 145 workman, but in view of the reduction in business activities and change in market conditions the requirement of manpower has been reduced considerably. The Respondent/Management on the advice of Government of India introduced VRS on four occasions during January, 2002 to September, 2004 and in pursuance of the scheme about 795 employees opted for voluntary retirement and to that extent there has been reduction in manpower. The management is even now contemplating to introduce further VRS, since the Government of India has advised so. Further, the Respondent/Management faces acute financial crisis and the company has become a sick and referred to BIFR by the authorities and the BIFR by its order dated 14-9-2001 has ordered for privatisation or to close down the company and the said issue is pending before the High Court of Delhi. As per the suggestion tendered by BIFR in its revival packages, a study was carried out by the Respondent with the assistance of an outside agency which has also suggested drastic reduction of manpower to make the unit viable. Hence, on this score also, it may not be possible for the Respondent to absorb the workman as demanded. Further, the regular workman are appointed based on the approved vacancies by the Corporate Office at Kolkata and the Department of Heavy Industries, Government of India. Further, the policy of Government for recruitment namely recruitment through employment exchange, recruitment by providing reservation to SC/ST/OBC/EX-Serviceman etc., recruitment on the basis of age, qualification and experience are factors which, as the Government of India undertaking, the Respondent has to follow and therefore, on these circumstances, the absorption is not possible. It is further contended on behalf of the Respondent that contractors namely S/Sri Govindan, Hiranien were parties to the settlement are no longer

contractor for supply of manpower to company. Further, it is not known as to 18-7-97 continued to work under the present contractor Sri N. Nandagopal when settlement under Ex. W3 dated 28-10-98 was entered into only 70 workmen were working under the contractor Mr. Govindan But, in the present dispute, 145 workmen were alleged to be working under the contractor Mr. Nandagopal, therefore, it is evident that the contract workmen are not working for this company alone and consequently, their employment cannot be regularised.

20. But, on considering the entire case put forth by the counsel on either side, I find the so called contractor were not real contractors and the alleged contract is only a camouflage and the so called contract is not a genuine and I find though the contract was alleged to be entered into between the management and contractor, it is only the Respondent/Management, who is the pay master for all the workmen concerned. Though the Respondent contended that the concerned employees are working under the contractor and they will be given work only credulously as and when loading and unloading was there in their factory. But, they have not produced any document to show that these workers were given work only as and when there is work. On the other hand, employee of the Respondent/Management namely WW4 has clearly stated that workers concerned in this dispute were doing the similar work as that of regular workmen. No doubt, the payment of EPF & ESI will not establish the fact, whether there is any relationship of employer-employees between the Respondent and workmen concerned, the over all circumstances will clearly show that concerned employees are under the direct control of Respondent/Management and only because of that the Respondent/Management has entered into settlement under Ex. W1 with the union. Therefore, I find the action of the Respondent/Management in not regularising/absorbing the workmen concerned is not justified.

Point No. 2 :—

The next point to be decided in this case is to what relief the Petitioner is entitled?

21. In view of my foregoing findings that the action of the Respondent/Management in not regularising/absorbing the concerned workmen in this dispute is not justified, I find the relief of regularisation/absorption of concerned workmen prospectively in this dispute is to be ordered by this Tribunal. As such, I direct the Respondent/Management to absorb all the workman whose names are mentioned in the list as regular employees as per their seniority. No costs.

22. Thus, the reference is answered accordingly.

(Dictated to the P. A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th February, 2006)

K. JAYARAMAN, Presiding Officer.

Witnesses Examined :—

For the I Party/ Claimant	: WW 1 Sri C. Murugesan
	WW 2 Sri K. Raghupathy
	WW 3 Sri V. K. Nallamuthu
	WW 4 Sri I. Sivalingam
	WW 5 Sri N. Karuppalah
For the II Party/ Management	WW 1 Sri P. Selvaraj
	WW 2 Sri S. J. Soundarrajan

Common Documents Marked :—

For the I Party/Claimant :—

Ex. No.	Date	Description
W1	18-07-97	Xerox copy of the memorandum of settlement
W2	17-08-98	Xerox copy of the letter from RLC to Respondent
W3	28-10-98	Xerox copy of the memorandum of settlement
W4 series	Nil	Xerox copy of the PF slips
W5 series	Nil	Xerox copy of the list of workers drawn by Petitioner Union
W6 series	Nil	Xerox copy of the document showing direct relationship with principal employer.
W7	Nil	Xerox copy of the list of 49 persons of Magnesite Thozhilalar Munetra Sangam
W8	Nil	Xerox copy of the list of 77 persons of INTUC
W9	Nil	Xerox copy of the document showing places where 145 Workmen were working
W10	Nil	Xerox copy of the document showing gratuity was paid to Ganesan Anandan who was not in regular rolls.
W11	Nil	Xerox copy of the resolution taken during meeting
W12	Nil	Xerox copy of the document to show company is running in profit.

W13	Nil	Xerox copy of the register of contractors under Form XII	W33	04-06-03	Xerox copy of the notice for voluntary retirement scheme
W14	02-06-83	Xerox copy of the certificate of registration	W34	17-09-04	Xerox copy of the notice for voluntary retirement scheme
W15	15-03-73	Xerox copy of the licence of Sri R. Govindan, Contractor	W35	11-12-00	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W16	30-06-98	Xerox copy of the work order given to Nandagopal	W36	Nov. 89	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W17	08-09-98	Xerox copy of the work order given to P. Subramani	W37	16-02-84	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W18	29-01-04	Xerox copy of the annual return u/s. 82(2) for 2003	W38	24-05-94	Xerox copy of the certificate of registration sent by Assistant Commissioner of Labour (Central)
W19	31-01-05	Xerox copy of the annual return u/s. 82(2) for 2004	W39	04-11-04	Xerox copy of the circular issued by Respondent
W20	25-11-02	Xerox copy of the licence granted to Sri N. Nandagopal	W40	Nil	Xerox copy of the signature of Secretary of Burns Officer's Association
W21	11-12-00	Xerox copy of the licences granted to P. Subramani	W41	28-11-01	Xerox copy of the review petition before BIFR
W22	March 98	Xerox copy of the certificate of registration	W42	16-07-03	Xerox copy of the Memorandum of Settlement arrived u/s. 12(3)
W23	03-09-96	Xerox copy of the notice u/r. 81(1)(i)	W43	2003	Xerox copy of the lists of dated of events
W24	27-01-02	Xerox copy of the annual return u/s. 82(2) for 2001	W44	29-11-04	Xerox copy of the silver medal issued by Respondent to All workmen
W25	02-11-98	Xerox copy of the revised guidelines for recruitment to Posts in public sector enterprises	For the II Party/Management :—		
W26	30-01-03	Xerox copy of the annual return u/s. 82(2) for 2002	Ex. No.	Date	Description
W27	Nil	Xerox copy of the Provident Fund Rules & Regulations	M1	29-10-03	Xerox copy of the licence
W28	10-07-92	Xerox copy of the amended certificate of registration	M2	05-08-04	Xerox copy of the certificate of registration
W29	23-04-04	Xerox copy of the letter from Respondent/Management to Assistant Commissioner of Labour (Central)	M3	07-12-01	Xerox copy of the notice for VRS
W30	20-09-71	Xerox copy of the certificate of registration	M4	14-09-01	Xerox copy of the order of BIFR
W31	13-05-86	Xerox copy of the letter from Respondent to Assistant Commissioner of Labour (Central)	M5	21-09-98	Xerox copy of the order of BIFR
W32	16-12-02	Xerox copy of the notice for voluntary retirement scheme	M6	21-01-05	Xerox copy of the categorywise list of workmen in factory
			M7	27-12-76	Xerox copy of the recruitment procedure
			M8	Nil	Xerox copy of the tender notification in newspaper

नई दिल्ली, 4 मई, 2006

अर्चाई

का. आ. 2092—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कमांडिंग ऑफिसर, नसीराबाद के प्रबंधन के संबंध में निम्नलिखित निर्णयों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अजमेर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2006 को प्राप्त हुआ था।

[सं. एल-14012/33/2002-आई आर (डीयू)]

सुरेन्द्र सिंह, डेस्क अधिकारी

New Delhi, the 4th May, 2006

S.O. 2092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal/Labour Court, Ajmer as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Commanding Officer, Nasirabad and their workman, which was received by the Central Government on 4-5-2006.

[No. L-14012/33/2002-IR (DU)]

SURENDRA SINGH, Desk Officer

अनुबन्ध

न्यायालय श्रम एवं औद्योगिक न्यायाधिकरण,

अजमेर (राज.)

पीठासीन अधिकारी : श्री जी.एस. शेखावत, आरएचजेएस

प्रकरण संख्या-सी.आई.टी.आर. 01/03

(रेफरेंस नं. एल-14012/33/2002-आई आर (डीयू))

दि. 29-11-2002

श्री ओमप्रकाश सैनी, पुत्र श्री सुबालाल सैनी, निवासी-द्वारा श्री शंकर दादा पान वाले, रेलवे स्टेशन, नसीराबाद

...प्राथी

बनाम

श्री कमांडिंग ऑफिसर, 344 कंपनी सेना सेवा कोर (ईस्टर्न कमांड)

टाईप "बी" नसीराबाद

...अप्राथी

उपस्थित : श्री शोभित पंत, विद्वान अधिवक्ता, प्राथी।

श्री जफर अहमद, विद्वान अधिवक्ता, अप्राथी।

दिनांक 13-4-2006

केन्द्र सरकार द्वारा प्रेषित विवाद निम्न प्रकार है :-

"Whether the action of the management of Commanding Officer, 344 Company, Military Service Eastern Command, Govt. of India, Ministry of Defence, Nasirabad District, Ajmer is terminating the services of Shri Om Prakash Saini S/o Sh. Sua Lal Saini, Ex Helper w.e.f. 1-5-2001 is just and legal? If not, to what relief the workman is entitled?"

नोटिस के उपरांत अध्यक्ष उपस्थित आये। प्राथी ने क्लेम के विवरण में अंकित किया है कि प्राथी विगत सत्रह वर्षों से अर्थात् सन् 1987 से प्रतिपक्षी के अधीन अस्थाई श्रमिक की हैसियत से हैल्पर के पद पर कार्य करता रहा था। प्रतिपक्षी द्वारा 1-5-2001 को अचानक जुबानी तौर पर हटा दिया। प्राथी के पूछने पर संतोषप्रद जवाब नहीं दिया और बाद में विचार करने को कहा। प्राथी के निरंतर संपर्क करने पर आश्वासन देते रहे किंतु प्राथी को नौकरी पर रखने की कोई कार्रवाई नहीं की, अतः बाध्य होकर श्रम विभाग को शिकायत प्रस्तुत करनी पड़ी। प्रतिपक्षी की अड़ियल नीति से वार्ता असफल घोषित कर यह विवाद प्रेषित किया है। प्रतिपक्षी संस्थान में प्राथी के बाद आये श्रमिक भागवत, उगम, नवरत्न, दुर्गा, दिलीप, राधाकिशन आदि को प्रतिपक्षी द्वारा स्थाई भी कर दिया और उनकी नियुक्ति अन्य इकाइयों में कर दी। प्रतिपक्षी का कृत्य औद्योगिक विवाद अधिनियम की धारा 25जी एवं एच एवं नियम 77, 78 का स्पष्ट उल्लंघन है। प्राथी द्वारा 240 दिवस की नियमित अवधि पूर्ण करने से प्राथी को स्थाई होने का वैधानिक अधिकार प्राप्त हो जाता है। प्राथी नौकरी से हटाने से बेकारी की जिंदगी जी रहा है। अंत में सेवा मुक्ति को निरस्त कर गत वेतन भत्तों सहित पुनर्स्थापित करने की प्रार्थना की है।

प्रतिपक्षी ने उत्तर में अंकित किया है कि प्रतिपक्षी भारत सरकार के अधीन राज्य के सार्वभौम कर्तव्य के अधीन कार्यरत है, जो उद्योग नहीं है अतः इस न्यायाधिकरण को क्षेत्राधिकार नहीं है। प्राथी 1987 से दिसंबर 99 तक दैनिक वेतन भोगी कर्मचारी के रूप में कार्यरत था इस यूनिट में कार्यभार की अधिकता के समय दैनिक वेतन पर अस्थाई कर्मचारी की नियुक्ति कार्य की समाप्ति तक ही की जाती थी ऐसे कर्मचारियों में ही प्राथी भी एक था। निरंतर चलने वाले कार्यों के लिए इस यूनिट में जरूरत के मुताबिक 27 श्रमिक ऑथराइज्ड थे लेकिन श्री ओमप्रकाश आकस्मिक कार्यों के लिए नियुक्त किया जाता था। सरकारी आदेशों के अनुसार यदि कोई दैनिक वेतन भोगी कर्मचारी लगातार दो वर्षों में से 240-240 दिन कार्य करता है तो उसे स्थाई करने की कार्यवाही सरकारी आदेश पर की जा सकती है। वर्ष 1996 तक इस यूनिट में जिन दैनिक वेतन भोगी श्रमिकों ने 240 दिन पूर्ण किये थे उनको सरकारी आदेश पर स्थाई किया गया था लेकिन श्री ओमप्रकाश अधिकतर अनुपस्थित रहने के कारण किसी भी वर्ष में लगातार 240 दिन नहीं करने से उसे स्थाई नहीं किया जा सका। वर्ष 1991 से वर्ष 1999 तक प्राथी द्वारा किये गये कार्य दिवसों का विवरण संलग्न है। प्राथी ने प्रतिपक्षी को मौखिक रूप से अवगत कराया था कि उसने राजस्थान सरकार में होमगार्ड के लिए सेवा देना शुरू कर दिया है तथा जनवरी 2000 से वह स्वयं इस डिपो में कार्य के लिए वापस नहीं आया।

प्राथी ने अपने क्लेम की संपुष्टि में स्वयं का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श म.प्र. 1 से 3 प्रलेखों की प्रतियां प्रदर्शित करवाकर प्रस्तुत की हैं। प्रतिपक्षी ने सुबेदार एस.पी. नायक का शपथ पत्र प्रस्तुत कर प्रतिपरीक्षण करवाया है। प्रलेखीय साक्ष्य में प्रदर्श एम-1 से 87 प्रलेख प्रदर्शित करवाकर प्रस्तुत किये हैं।

उभयपक्ष का श्रवण किया, पत्रावली का अवलोकन किया। प्राथी ने निम्नांकित दृष्टांत प्रस्तुत किये :-

1. 2000 (3) आरएलआर 447,
2. 1997 एल एल आर पी एंड एच 443,
3. 2000 एलएलआर गुजरात 182,
4. 2004 एल एल आर झारखंड 775,
5. 2002 आरएलडब्ल्यू 1289,
6. 2004 एलएलआर उत्तरांचल, 860,
7. 2003 एलएलआर 827,
8. 1989 आरएलडब्ल्यू 336.

उक्त दृष्टांतों का ससम्मान अध्ययन किया।

प्राथी के विद्वान अभिभाषक का तर्क है कि प्राथी ने सन् 1987 से 30-4-2001 तक सहायक के पद पर निरंतर कार्य किया है किंतु उसे 1-5-2001 को अकारण हटा दिया। उनका तर्क है कि प्राथी ने स्थाई होने की मांग की जिससे नाराज होकर प्राथी को हटा दिया। उनका तर्क है कि 'अंत में आओ पहले जाओ' इस सिद्धांत का अनुसरण नहीं किया। उनका तर्क है कि भागचंद, उगमा, नौरत, दुर्गा, दिलीप और राधाकिशन को कनिष्ठ होते हुए भी स्थाई कर दिया जबकि प्राथी को हटा दिया। उनका तर्क है कि प्रतिपक्षी के प्रलेख कूटरचित है। उनका तर्क है कि समझौता अधिकारी के समक्ष प्राथी के कार्य दिवसों का जो चार्ट प्रस्तुत किया था और इस न्यायाधिकरण के समक्ष जो चार्ट प्रस्तुत किया है, उनमें कार्य दिवसों की संख्या के संबंध में अंतर है। उनका तर्क है कि जब प्राथी ने उपस्थिति एवं वेतन रजिस्टर तलब करवाये तब संशोधित चार्ट प्रस्तुत किया गया है। उनका तर्क है कि केवल मस्टर रोल रजिस्टर प्रस्तुत किया गया है। वेतन रजिस्टर प्रस्तुत नहीं किया गया है। उनका तर्क है कि समझौता अधिकारी के समक्ष प्रतिपक्षी ने प्राथी के सन् 86 से दिसंबर 99 तक कार्यरत होना स्वीकार किया है जबकि इस न्यायालय ने सन् 87 से दिसंबर 99 तक कार्यरत होना तो स्वीकार किया किंतु वर्ष 86 में कार्यरत होना नहीं बताया है। उनका तर्क है कि प्रतिपक्षी ने चार्ट केवल सन् 1991 से ही प्रस्तुत किया है पहले का नहीं है। उनका तर्क है कि जिन कनिष्ठ व्यक्तियों के नाम प्राथी ने बताये हैं उनके नाम प्रतिपक्षी के मस्टर रोल रजिस्टर में क्यों नहीं है, यह प्रतिपक्षी का साक्षी स्पष्ट नहीं कर सका है। उनका तर्क है कि जून 2001 से 2003 के प्रलेख असंगत है उनका यह भी तर्क है कि प्राथी को स्थाई रूप से पहचान पत्र जारी किया हुआ है। अंत में उनका तर्क है कि प्रतिपक्षी का साक्षी सन् 2005 से कार्यरत होने के कारण महत्वहीन है क्योंकि उसे उचित जानकारी नहीं है। अंत में उनका तर्क है कि प्रतिपक्षी के विरुद्ध प्रतिकूल निष्कर्ष निकाला जावे।

प्रतिपक्षी के विद्वान अभिभाषक का तर्क है कि इस न्यायालय को कार्यमुक्ति से पूर्व दो वर्षों का अभिलेख पर ही विचार करना है, उनका

तर्क है कि अस्थायी श्रमिकों की निरंतर उपस्थिति अंकित की जाती है और उपस्थिति रजिस्टर पर तीन अधिकारियों के हस्ताक्षर होते हैं। सेना सरकार का एक विभाग है जिसमें पब्लिक एक्सचेकर का पूर्ण हिसाब रखा जाता है। प्रलेखों के कूटरचित होने की कोई संभावना नहीं है। उनका तर्क है कि उपस्थिति रजिस्टर और वेतन भुगतान रजिस्टर के समस्त मूल प्रलेख भी अवलोकनार्थ प्रस्तुत किये गये हैं। उनका तर्क है कि प्राथी ने दिसंबर 99 तक ही कार्य किया, अतः बाद के प्रलेखों में उसकी उपस्थिति नहीं है। उनका तर्क है कि जो प्रलेख प्रतिपक्षी से मांगवाये गये उन्हें प्रस्तुत कर दिया गया है। अन्य किसी प्रलेख मांगने का कोई प्राथीना पत्र प्रस्तुत नहीं किया गया है। उनका तर्क है कि कि समझौता अधिकारी के समक्ष प्रस्तुत चार्ट में त्रुटियां होने से संशोधित चार्ट प्रस्तुत किया गया है किंतु प्राथी ने किसी भी वर्ष में किसी भी चार्ट के अनुसार 240 दिन कार्य नहीं किया है। उनका तर्क है कि जिन श्रमिकों ने 240 दिन पूर्ण कर लिये थे उनको स्थाई किया गया था किंतु प्राथी ने 240 दिन पूर्ण नहीं किये इसलिए उसे स्थाई नहीं किया गया। अंत में उनका तर्क है कि प्राथी स्वयं कार्य छोड़कर चला गया। यह विवाद 'अंत में आओ पहले जाओ' के संबंध में नहीं है न ही प्राथी को स्थायी करने के संबंध में है।

मैंने उभय पक्ष के तर्कों पर विचार कर लिया है। प्राथी ने अपने क्लेम में सन् 87 से कार्यरत होना अंकित किया है जिसके उत्तर में प्रतिपक्षी ने भी सन् 87 से कार्यरत होना अंकित किया है ऐसी स्थिति में समझौता अधिकारी के समक्ष सन् 1986 से कार्यरत होना प्रतिपक्षी द्वारा अंकित करने से कोई विपरीत प्रभाव नहीं पड़ता है क्योंकि स्वयं प्राथी अपने क्लेम में सन् 87 से कार्यरत होना अभिविचित करता है। जहां तक प्रतिपक्षी द्वारा प्रस्तुत प्रलेखों के संबंध में प्रतिपक्षी ने प्राथी से संबंधित मूल प्रलेखों की प्रतियां प्रस्तुत कर दी हैं और समस्त मूल प्रलेख भी न्यायालय में प्रस्तुत कर दिये हैं उक्त प्रलेखों मस्टर रोल अथवा उपस्थिति पंजिका के अध्ययन से स्पष्ट है कि प्रतिपक्षी के तीन अधिकारियों द्वारा यह तैयार की जाती रही है और इसके पश्चात् कमांडिंग ऑफिसर द्वारा हस्ताक्षरित है। इन प्रलेखों के आधार पर ही वेतन भुगतान किया गया है। इन प्रलेखों में राधाकिशन, दिलीप दुर्गा, उगमा के नाम जब उन्होंने कार्य किया अंकित है अतः यह नहीं माना जा सकता कि प्राथी द्वारा बताये गये श्रमिकों के नाम इन प्रलेखों में अंकित नहीं हैं। मेरे विनम्र मत में प्रतिपक्षी द्वारा तैयार किये गये प्रलेखों के कूटरचित होने की कोई संभावना नहीं है। प्राथी का नाम दिसंबर 99 तक के मस्टर रोल में ही अंकित है और उसके बाद के मस्टर रोल में अंकित नहीं है। इससे स्पष्ट है कि प्राथी ने दिसंबर 99 तक ही कार्य किया है, इसके बाद नहीं। समझौता अधिकारी के समक्ष प्रस्तुत चार्ट और इस न्यायाधिकरण के समक्ष प्रस्तुत चार्ट में दिवसों की गणना की त्रुटि के कारण संशोधित किया गया है किंतु दोनों चार्टों में से किसी भी चार्ट के आधार पर प्राथी की उपस्थिति किसी भी वर्ष में 240 दिन नहीं होती है। लिपिकीय अथवा गणीतिय त्रुटि होने से कोई विपरीत प्रभाव नहीं पड़ता है। प्राथी द्वारा किसी भी वर्ष में 240 दिन कार्य नहीं करने से उसे स्थाई नहीं किये जाने का प्रतिपक्षी के विद्वान अभिभाषक का तर्क उचित है। प्राथी ने सेवामुक्ति से पूर्व गत वर्ष में 240 दिन कार्य नहीं किया है। सेवामुक्ति दि. 1.5.2001 होना भी प्राथी ने सिद्ध नहीं किया है। इसके विपरीत दिसंबर 99 के पश्चात् प्राथी की उपस्थिति नहीं होना प्रतिपक्षी ने सिद्ध कर दिया है। प्राथी के क्लेम के अनुसार प्राथी का धारा 25जी और एच का केस है,

25एफ का नहीं। किंतु यह विवाद धारा 25जी और एच के संबंध में प्रेषित नहीं किया गया है न ही अन्य श्रमिकों को स्थाई कर दिया और प्रार्थी को क्यों नहीं स्थाई किया इस संबंध में यह विवाद है। अंत में आओ और पहले जाओ के संबंध में भी यह विवाद प्रेषित नहीं किया हुआ है। मेरे विनम्र मत में प्रार्थी धारा 25वी और एच औद्योगिक विवाद अधि. का उल्लंघन करना भी सिद्ध नहीं कर सका है। अंत में मैं इस निष्कर्ष पर पहुंचता हूँ कि प्रार्थी इस विवाद को अपने पक्ष में सिद्ध करने में विफल रहा है अतः प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

आदेश

फलतः प्रस्तुत विवाद का उत्तर इस प्रकार से दिया जाता है कि प्रार्थी दिसंबर 1999 के पश्चात् प्रतिपक्षी के अधीन कार्य पर उपस्थित नहीं हुआ, अतः प्रार्थी की सेवामुक्ति नहीं हुई। प्रार्थी प्रतिपक्षी द्वारा दि. 1-5-2001 से उसकी सेवायें समाप्त करना सिद्ध करने में विफल रहा है, प्रार्थी कोई अनुतोष प्राप्त करने का अधिकारी नहीं है।

जी. एस. शेखावत, न्यायाधीश

नई दिल्ली, 4 मई, 2006

का. आ. 2093 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान ऑर्गेनिक कैमिकल्स लिमिटेड, रायगढ़ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. II, मुम्बई के पंचाट (संदर्भ संख्या सीपीआईटी-2/80 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-5-2006 को प्राप्त हुआ था।

[सं. एल-42011/37/2000-आई आर (डीयू)]

सुरेन्द्र सिंह, डैस्क अधिकारी

New Delhi, the 4th May, 2006

S.O. 2093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-2/80 of 2000) of the Central Government Industrial Tribunal/Labour Court, No. II Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Organic Chemicals Ltd., and their workman, which was received by the Central Government on 4-5-2006.

[No. L-42011/37/2000-IR (DU)]

SURENDRA SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
NO. II AT MUMBAI

PRESENT:

A. A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/80 OF 2000.

CHAIRMAN & MANAGING DIRECTOR
HINDUSTAN ORGANIC CHEMICALS LTD.,

Chairman & Managing Director,
Hindustan Organic Chemicals Ltd.,
Rasayani, Raigad (M.S.)

AND

THEIR WORKMEN

Mr. Haribhau Madhav Chavan,
Savita Nivas, At Ris Wadi,
P.O. Mohopade, Tal, Khalapur,
Dist., Raigad 410222.

APPEARANCES:

For the Employer : Mr. B.D. Birajdar, Advocate

For the Workmen : Mr. D.T. Dandge,
Advocate

Mumbai, dated 4th April, 2006

AWARD—PART-II

The Government of India, Ministry of Labour by its Order No. L-42011/37/2000-IR (DU) dt. 24th August, 2000 in exercise of the powers conferred under clause (d) of sub-section (1) AND SUB-SECTION 2(A) OF Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Hindustan Organic Chemicals Ltd., Rasayani in terminating the services of Shri Hari Babu Mahadev Chavan vide Order No. DE/PRN/2342/2000 dated 7th June, 2000 is legal and justified? If not, to what relief the workman is entitled?"

2. Workman Chavan was appointed as a Chemical Operator Grade III in the management-company in 1984 and was confirmed in 1986. By Statement of Claim (Exhibit-6) workman contended that on 3rd August, 1987 i.e. on the day of incident, he was working as Chemical Operator Grade III in the Production Division when the explosion took place, in the Meta Amino Phenol (MAP) plant in Sulphonation Section in the second shift. It is pleaded though he had not committed any misconduct and taken all care and followed the steps and instructions necessary for carrying out the process entrusted to him, the management suspended him on 7th August, 1987 for the incident dated 3rd August, 1987 and pending suspension, issued him chargesheet dated 13th August, 1987 and 25th August, 1987 alleging, he was required take the steps to charge Nitrobenzene (NB) to Sulphonation Vessel R-103 and heat the same upto 70 degree C by steam and thereafter he was required to maintain temperature at 80-85 degree C by Jacket Cooling with Water flow adjustment in three hours during Oleum addition and further alleged that as an Operator though he was aware regarding the necessity of following the above operation as well as other related instructions imparted from time to time and that High Degree of risk involved if the said steps/instructions were not followed scrupulously, and that, while on duty it is alleged he did not follow the abovesaid steps while operating Batch No. 125 in Sulphonation Vessel No. R-103 A and thereby committed gross negligence. He pleaded that the management company alleged in the charge-sheet that he added the oleum without preheating

Nitrobenzene (NB) and cooling of the reaction mess (as per procedure) which led to 'runaway' reaction resulting in explosion in R-103 A Sulphonation Vessel and further alleged that the above explosion caused serious injuries to the employees who succumbed their injuries and that the impact of the explosion was such that the portion of MAP plant collapsed resulting into loss and damage of employer's property and further alleged that death of two employees and loss of employer's property occurred due to the negligence on his part and thereby it was alleged he committed misconduct as enumerated in rules of standing orders 36. He pleaded that by additional chargesheet dated 25th August, 1987 it was alleged that log book was found tampered with and record pertaining to Sulphonation Batch No. 124 which commenced in 3rd shift of 2nd August, 1987 continued in the first shift to be completed in second shift on 3rd August, 1987 was removed. Workman averred that he gave explanation to the charge-sheet issued to him for the above said allegations on 16th August, 1987 and 30th August, 1987. However, dissatisfied with the same, the company held inquiry against him and found him guilty though he was innocent. Workman averred that the inquiry was conducted against the principles of natural justice and that findings recorded were perverse. According to workman inquiry was held with undue haste, Inquiry Officer refused to give him the copies of the written statements of various persons taken by the company after the incident of explosion and the report of the expert committee though produced with was bulky, company produced the Xerox copies of the Preliminary Fact Finding Committee's Report but, original copy of the said report was not produced and that copies of the said report were not given to him and that inspection of the original report was refused, thereby prejudice had caused to him. He averred that the Inquiry Officer allowed the employers representative to put leading questions to its witnesses though objection was raised by his defence counsel and contended that he was denied opportunity to cross-examine company's witness Mr. Sangwar and that Inquiry Officer refused for production of manual of the MAP plant and the inspection of the same. The Inquiry Officer did not grant adjournment as prayed by him. Workman contended that he was charge-sheeted for the offence under Section 304 Part-I & II, 338 and 427 of the Indian Penal Code by the police however Additional Sessions Judge, Raigad, at Alibag acquitted him. Workman pleaded that he was paid subsistence allowance only 50% of the monthly wages and in that context also the inquiry vitiates and that based on the inquiry report action of his termination dated 7th June, 2000 is illegal. For all these reasons he contended the inquiry be set aside being improper.

3. The Management-Company resisted the claim of workman by filing written statement (Exhibit 9) contending that the inquiry was conducted by following the principles of natural justice and that findings are not perverse. It is pleaded that due to negligence of the workman explosion took place. It is pleaded that the workman instead of taking

charge from the first shift operator went to get canteen coupons from the Welfare Section at 2.15 p.m. and then reported to work and that during this time, Sulphonisation was unattended. It is contended after the preliminary fact finding committee wherein workman was held responsible for the acts and omissions, a departmental enquiry was commenced. It is contended three valves which were found in open conditions are indicative of the fact that the workman did not carry out his duties as required and has been negligent in checking the valves. It is averred that ample opportunity was given to the workman and that the inquiry was fair and proper and that the findings arrived at, based on the materials on the record. It is averred, as the charges were proved against the workman which were of grave and serious nature and in the interest of maintaining discipline in the establishment, the punishment of dismissal imposed upon the workman is proportionate. It is prayed that in the circumstances the claim of the workman be dismissed in limine.

4. In view of the rival pleadings of the parties issues were framed at (Exhibit 15) to the context of preliminary issues workman filed affidavit in lieu of Examination-in-Chief (Exhibit 18) and the affidavit of Defence Counsel Mr. Dandge (Exhibit 17) and closed evidence vide purshis (Exhibit 20). Management-company however did not lead oral evidence on preliminary issues and informed accordingly vide purshis (Exhibit 21).

5. On the basis of these pleadings Issues No. 1 & 2 were framed at Exhibit 15 and were initially taken to decide first as preliminary issues regarding fairness of enquiry and perversity of findings.

6. To prove inquiry fair and proper and as well as findings not perverse First Party placed reliance on the inquiry proceedings served, reply given by Second Party Workman. Second Party Workman made out a case that enquiry was not fair and proper and findings were perverse. The said preliminary issues were decided by my predecessor by passing Part I AWARD on 3rd September, 2002 holding enquiry not fair and proper and findings are perverse and my predecessor instructed the First Party to prove the charges levelled against Second Party Workman by leading evidence.

7. Thereafter First Party led evidence of its 4 witness namely Sitaram Ganpat Chauhan by filing affidavit of Mr. Chavan at Exhibit 34, by filing affidavit of Mr. Tarate at Exhibit 35, by filing of Baban Pathare at Exhibit 39 and by filing affidavit of Manohar Patil at Exhibit 40. After that First Party filed closing purshis at Exhibit 44 informing that, it has closed its evidence in the matter. To reply that, Second Party Workman examined Mr. Sharad Date by filing affidavit at Exhibit 46 and filed closing purshis at Exhibit 48 reporting that, he has closed his evidence.

8. The stage now comes to decide whether action taken by First Party in terminating employment of the Second Party was just and proper and punishment awarded

of termination under the reference was legal and if not what relief workman can get?

9. To prove it in his favour the second part First Party placed reliance on enquiry proceedings as well as on affidavit of 4 witnesses referred above and submit that, charges levelled against Second Party Workman of gross negligence were proved beyond doubt by the First Party and succeeds in showing that, it is Second Party Workman who was solely responsible for mishap which occurred on 3rd August, 1987 in the Plant of the First Party, and was responsible for the loss caused to the First Party of Rs. Seven crores as well as responsible for taking the lives of two workers working there. According to First Party the conduct of Second Party in leaving the work place without permission and without asking anybody to attend it was the cause behind said mishap. First Party clearly establishes the guilt of the Second Party Workman and proved that, it is he, who was solely responsible for all this episode and as such termination is the only solution and punishment to this type of nature of tragedy. Whereas Second Party Workman's counsel submits that, the charges levelled against Second Party Workman are not proved. Only because the Second Party Workman was in the second shift on 3rd August, 1987 where said explosion took place, where lives gone and damage was caused in crores of rupees for First Party does not mean that, the Second Party Workman is only responsible for all that. In fact the machinery was not proper. Proper care was not taken by the First Party in maintaining the machinery. The number of complaints were lodged by the Second Party Workman and other employees who were working in the said Plant on the said machine. However, no proper care was taken in repairing the machine, replacing the proper parts which can take care of such explosion. In fact there were no automatic safety control which ought to have in the machine to face such type of unwarranted or unavoidable events for safety such a care was not taken in the machine and as such it was a faulty machine as well as since care was not taken by the First Party in maintaining it and keeping it upto date to coupe up with all types of problems, was not root cause behind the said explosion. It is not proved that, Second Party Workman was responsible for the said explosion. In fact it was the share accident and for that Second Party Workman alone cannot be held responsible and cannot be held liable and be punished. As it was accident, Second Party Workman alone cannot be accounted for it. On the contrary, just to blame somebody and to show some action is taken and to hide the actual and factual position of the defects in the machinery, Second Party Workman is victimized. The farce was made of holding of the Inquiry. The witnesses relied by the Management were promoted and with the help of that, Second Party Workman was victimized, punished and penalized. This incident took place in 1987 and Second Party Workman was terminated on 7th June, 2000. From 2000 he is out of job. Initially he filed proceedings before Thane Labour Court under MRTU and

PULP Act. There First Party challenged the jurisdiction of Thane Labour Court on the point of appropriate Government and the matter went upto Supreme Court. As it was decided, Central Government being the appropriate Government a reference was made here and this battle is going on since then and the Second Party Workman is fighting for it for year together saying that, he was victimized by the First Party and he is not responsible for the said explosion which took place on 3rd August, 1987. So it is submitted that he be reinstated by setting aside the termination order dated 7th June, 2000 with the benefits of back wages.

10. To support these contentions Second Party Workman placed reliance on the affidavits of the witnesses which were filed at the time of dicing Part I award and evidence of ex-employee which is on record. Whereas First Party placed reliance on the evidence of four witnesses who were examined by filing affidavits, after directions given by the Tribunal to prove the charges levelled against Second Party Workman. The Ld. Advocate appearing for the First Party take me through the affidavits of his witnesses one by one and submit that, all his witnesses are supporting the case of the First Party and are saying that, it is the Second Party Workman who was absent in the work place when explosion took place. Whereas Ld. Advocate for the Second Party Workman submit that evidence led in the form of affidavits of those witnesses does not help First Party in showing that, it is Second Party Workman who was solely responsible for the said explosion. For that he referred to the cross-examination of Mr. Sitaram Chauhan whose evidence is at Exhibit 34 which reveals that, one Mr. Tharate and Mr. Rao were suspended regarding said explosion. Then he referred to the cross of Tharate which is at Exhibit 35 and pointed out that said Mr. Tharate brought new bundle of Piano wire on 28th July, 1987. He also admits that work of Piano wire was done by fitter. He also admits that Piano wire was loose. He also admits that Piano wire was tightened on 2nd August, 1987 in the second shift of the place where said accident took place. He also admits that workmen had not concern to write Log Book. He also admits that entries in connection with Batch No. 124 were taken by the Supervisor. He states that Log Book is to be written on the basis of the Log sheets. He informs that entries in the Log Book is not written by the workman. He states that both pages of Log Book were not torn. He states that except his presence nobody was in the KAM Section. He points out that second shift starts from 3.00 P.M. He also states that to repair 40 volts was not the work of Operator. He also states that July, 1987 valve was not in working condition. He also admits that Operator had written complaints about the same on 23rd July, 1987. He also states that there is a provision to relieve pressure by using rapture. He states that he does not remember whether such restructure disk was reduced by 2". He states that due to increase in temperature, pressure rapture disc may rapture. He states that the main storage tank is situated on the ground floor of MAP Plant and machinery tanks were situated on the second floor. He also

states that the Operator cannot see the sulphono meter from storage tank. He further states that on going to the ground floor said worker remain in the same section. He also admits that, he was suspended for the said explosion and charges were leveled against him. However, appellant authority had exonerated him and promoted also. Taking reference of this Ld. Advocats for the Second Party Workman submit that, on this type of evidences First Party has placed reliance and punished the Second Party Workman though the said witness Mr. Tharate was charge-sheeted regarding same explosion suspended and then his charges were exonerated by management and suspension order was revoked. In that light he raised question whether such a witness can be an independent witness? Then he referred to cross of Mr. Pathare of Management witness whose evidence is at Exhibit 39 who is educated upto Std. XI. He admits that he had complained to his superiors on the defective valve. He admits that he has no knowledge in which batch explosion took place on 3rd August, 1987. Then he referred to the evidence of Mr. Patil of Exhibit 40 and mere perusal of it shows that, in his cross, he admits that capacity of vessel as per Company's norms was 4000 liters. However, First Party was using 400 extra material then prescribed in the said vessel. He states that after drawing the oleum, if any shortage is there shortage such a vessel is sent for maintenance. He also states that, while taking vessel for maintenance concerned Foreman remains present. He admits that, Sulphonation reaction cannot taken place unless it is heated upto 80-85 degrees temperature. He also admits that, to achieve that Temperature Main Valve Jacket is to open. He admits that he did not work as a shift Operator of Sulphonation Section in 1987. Taking reference of this evidence, the Second Party's Advocate submits that, there is no direct evidence brought on record or placed before this Tribunal to show how Second Party Workman was responsible for the said explosion. It is to be noted that, explosion took place in the Plant. It is to be noted that it is a chemical factory. It is expected that automatic major safety device machines should have them to avoid such type of accidents. It is brought on record by the Second Party that, Plant was not working smoothly. There were number of complaints. Those were ignored by the First Party. Repairs were not carried in time. For all that Second Party Workman alone cannot be held responsible.

11. In that light if we peruse the evidence we find that, explosion took place on 3rd August, 1987 at about 5.00 P.M. in the section where Second Party Workman was working. The allegations leveled against Second Party Workman are that he left the place without permission and without asking any body to attend the same. It is a matter of record that explosion took place 5.00 P.M. However, evidence brought on record by the First Party about the absence of the Second Party on the spot by is of evidence of Mr. Tharate at Exhibit 35 who in his affidavit has stated that he noted the absence of the Second Party at 2.30 P.M. Then he states that Second Party had been to him at about 2.45 P.M. and had informed that he had gone to purchase canteen coupons and thereafter he collected the same. That means

at the most one can presume that, Second Party Workman was absent on the spot or from his working place between 2.30 P.M. to 2.45 P.M. However, time of explosion is at 5.00 P.M. and it is not shown how the Second Party Workman can be held responsible for his absence at 5.00 P.M. on 3rd August, 1987 when alleged accident took place. Besides four witnesses were examined by the First Party in the Court. Out of them nobody is directly stating what actually happened and how Second Party Workman was responsible for the said explosion and how the Second Party can be held responsible? All that they are trying to say that, he was in the second shift where explosion took place and that is why all are raising figures towards him. The record and proceedings reveal that he alone was not charge-sheeted by the First Party. As referred above Mr. Tharate was also charge-sheeted. He was suspended and then Appellate Authority exonerated the charges leveled against Mr. Tharate. It is pertinent to note that he was then promoted and still First Party is relying on the depositions of such a witness viz. Mr. Tharate who was once charge-sheeted for the said explosion and was suspended and also promoted. So definitely evidence brought on record by the First Party of this type does not directly involved the Second Party Workman in the episode to conclude that, he was responsible for said explosion and he is creator of it.

12. Mr. Patil witness of the management who is at Exhibit 40 as 4th witness has admitted in cross that capacity of said Vessel was given by the manufacturing company upto 4000 liters which is mentioned on page 30 of Exhibit 30. He admits that, however, First Party was using 400 litres more than the prescribed quantity of the suppliers. MW 3 Mr. Pathare, examined at Exhibit 39 by the Management in the Tribunal on oath states that he was in second shift on the date of the explosion between 2.00 p.m. to 10.00 p.m. of MAP plant, where Second Party Workman was working and he heard noise at about 5.00 p.m. where he observed hot and black coloured material was spread on that area. Even he noted that cloths of S.V. Koli and V.D. Thakur, the victims, who succumbed their lives in the said explosion, were caught fire. He states that he took water pipe and went there and tried to rescue them. In the cross this witness state that, he is educated upto Std. XI. He joined company in 1974 as the Mazdoor. He admits that Mr. Tharate asked him to stop the Evaporation section at about 2.30 p.m. and in the evening explosion took place. He states that, he was in the rest room from 2.30 p.m. to 5.00 p.m. He state that, he had complained to his superiors regarding defective steam vessels. He also admits that he is not aware in which Batch, explosion took place on 3rd August 1987. Affidavit is filled by management of Mr. Tharate at Exhibit 35 whose evidence is material and important in this case. As per his deposition, S.V. Koli and Mr. Thakur were seriously injured in the said explosion which resulted in to their death. He also states that, Management, suffered huge loss as a result of that explosion. He was also in KAM Section on the date of the explosion. He states that, he was Shift Incharge and his duties were to note down the prescency of the employees who were on duty and mark absentees, if not on duty. He

states that, he was supposed to go through the Log Book and was supposed to supervise four sections in the Plant. He also states that, he was supposed to issue work orders and get carry those from the workers. He states that, on that day Second Party Workman by name Haribhau Chavan was working as a Chemical Operator in Sulphonation Section, Shri R.M. Shembekar and D.M. Dandekar were in Reduction Section, Shri S.B. Ghadge in Olive Filter Section and Shri B.D. Phathare was in Evaporation Section. He states that except Mr. Chavan others were on duty at 2.30 p.m. He states that somebody informed him that Mr. Chavan left for collecting canteen coupons from the Welfare Hall. He states that when he visited the work place on that date at 2.30, Mr. Chavan was absent and he noted his absentee at about 2.45 p.m. when he himself visited to him. He also states that, explosion took place at 5.00 p.m. and after hearing it he rushed to the spot. He states that, Second party Workman was the Chemical Operator. In the cross this witness states that, somebody told him about the explosion and about the absence of Mr. Chavan on the spot that time. He states that, on 22nd August, 1987 Plano wire had become loose and it was tightened in second shift i.e. one day prior to the explosion. He states that, Operator is not supposed to repair or replace the faulty valve. He admits that Second Party Workman wrote complaints on 23rd July, 1987 about the steam valve and it needs repair. He admits that, supplier of the sulphonator has made provision for pressure relief valve and in addition to that there is a provision of rupture disc to release the pressure. He states that he did not remember whether the rupture disc was reduced by 2 inches. He admits that, he did not possess degree of Chemical Engineer. He admits that, on going to the ground floor, one remaining in the same section and can see portion of MAP Section.

13. After giving opportunity to the First Party on the strength of holding enquiry not fair and proper manner by the Tribunal the Management had examined four witnesses viz. Mr. S.G. Chavan at Exhibit 34, Mr. S.M. Tharte at Exhibit 35, Mr. B.D. Pathare at Exhibit 39 and Mr. Patil at Exhibit-40. Out of them Mr. A.G. Chavan, Mr. Patil and Mr. Pathare are not on the point of incident. They have stated in general about the condition of machine on which the Second Party Workman was working and about what type of care is required to be taken. At the most the evidence of Mr. Tharte can be said to be connected with the Second Party Workman. However, Mr. Tharte was also charge-sheeted like Second Party Workman. He was suspended. Then charges leveled against were exonerated by the Appellate Authority and then he was promoted also. So management relied on this type of evidence who had actually no personal knowledge regarding act of the Second Party Workman and effect of it in connection with the explosion. Besides evidence of Mr. Tharte and Mr. Patil throw light on the condition of machine and it is established by the Second Party Workman by cross-examination of those 2 witnesses that, the machine itself was faulty. No care was taken by the Management. Complaints were lodged by the Second Party Workman about the defects in the machine. Even Mr. Tharte admits that, he repaired it one day before to the incident by

tightening Plano wire. Even Mr. Patil admits that, though the capacity of the vessel was 4000 liters, First Party was using 400 liters more than its capacity. When that is the position, the question arise how the Second Party Workman alone can be held responsible for the said explosion? Opportunity was given to the First Party to establish the charges of misconduct leveled against the Second Party Workman. However, except absence of Second Party Workman that too in between 2.30 p.m. to 2.45 p.m. nothing is brought on record and nothing is proved by the First Party to show, how Second Party Workman alone is responsible? It should be noted that, the explosion took place at 5.00 p.m. It is a matter of record that, it is noted by all that at 5.00 P.M. said mishap took place and Mr. Koli and Mr. Thakur were victimized. It was a matter of record that, the First Party lost crores of rupees and plant was exploded in the said event. Only because explosion took place at 5.00 p.m. in which Mr. Koli and Mr. Thakur lost their lives and the First Party suffered loss in crores of rupees, can Second Party Workman be held responsible for it?

It will not be out of place to refer the criminal cases and its finding which was conducted against the Second Party Workman at Alibagh Sessions Court where he was acquitted from the said Session's case and same is admitted position. The First Party cannot not establish the guilt of the Second Party Workman. When the Criminal Court which is the fact finding Court in that respect was unable to hold the Second Party Workman guilty of the charges, the question arises how findings of the Enquiry Committee on which the First Party rely can be conclusive and this type of evidence can be accepted to hold the Second Party Workman responsible alone?

15. In addition to this the Ld. Advocate for the First Party has submitted written arguments at Exhibit 50 referring to above things and mentioning 3 Case Laws more precisely Case Law published in 2003 AIR SC p. 1238 and 2005 (1) L.L.N. 1047 and Case Law published in 1999 AIR SC 1441. However, actually citations published in AIR 1963 SC page 1756, published in 1996 (2) L.L.N. p. 1269, published in 1996 (2) relevant page 1276, published in 2004 (4) L.L.N. p. 766, citation published in AIR 1999 p. 1441 and citation published in 2005 AIR SCW 1439 and citation published in AIR 1999 SC p. 3318 as well as citation published in 1992 ICLR p. 1001 are referred. Those are on the point of criminal proceedings and the legality of the findings of such criminal proceedings in connection with the enquiry proceedings. However, it is not elaborated by the First Party about those in what way, the ratio laid down referred with written arguments only helps him in observing that, the Management succeeds in proving the charges leveled against the Second Party Workman.

The Case Laws which he mentioned in his written submissions at Exhibit 50, more precisely published in AIR SC 2003 p. 1238 is also regarding finding given the Criminal proceedings and it was contended that, the disciplinary proceedings are different that the criminal proceedings and relying on the observations that both are totally different, in my considered view, there is no quarrel on that presumption

that, Criminal proceedings are having different status than the disciplinary proceedings and each of them are not different one.

17. The citation published in 2005 (1) L.L.N. 1047 and published in AIR 1999 SC p. 1441 are on the point of not stepping by the witness in the witness box and consequences of it. In both those cases concerned parties did not step into the witness box. As stated above the Statement of Claim and the affidavit filed and cross taken and taking clue of it, the Ld. Advocate for the first Party submits that, even in the instant case the Second Party Workman did not step into the witness box and prove that he was not gainfully employed elsewhere and he is entitled for backwages. But in the instant case, Advocate for the First Party purposely ignore the affidavit of the Second Party which is part of these proceedings. It is filed at Exhibit 18, wherein he has stated on oath at page 21 of his affidavit like this:

"I say that the order of the Employer dated 7th June, 2000 be quashed and I may be allowed to be reinstated with back wages and with all the benefits with retrospective effect. I say that all my prayers as mention in my application dated 4-10-2000 be granted."

18. So in the affidavit, Second Party Workman has specifically stated about his claims and about his backwages. Even in his Statement of Claims filed at Exhibit 6 he specifically states that, he be reinstated with benefits of back wages and continuity of service. The Cass Laws referred by the Ld. Advocate for the First Party in his written arguments more precisely stands published in 2005(1)L.L.N. 1047 and citation published in AIR 1999 SC p. 1441 where no such prayer was brought by the Plaintiff in their respective cases nor they step into the witness box. In the present pleadings the Second Party Workman has filed his claim as well as his affidavit. No doubt the Second Party workman did not step into the witness box at the time of leading evidence on the SECOND PART AWARD. It is admitted that the evidence placed on record in the form of Statement of Claim and in the form of affidavit is on record and can go till end of the proceedings. So the conclusion drawn by the Advocate for the first Party that the Second Party Workman has not made out the case by stepping into witness box and prove that he was not gainfully employed elsewhere after the termination, has no meaning. Apart from that, as pointed out by the Advocate for the Second Party Workman that the Second Party is fighting for his relief right from 1987. Even before that he approached Thane Labour Court. In that Court, the dispute was raised that Central Government was appropriate Government, by the First Party, and then the matter went upto Hon'ble Supreme Court and then reference was made to this Tribunal and for all that the Second Party is fighting, from 1987 itself. All that raises question for what he is fighting? In my considered view the fight is going on from 1987 till this moment. The prayers is made by the employee even in the Statement of Claims and in the Affidavit filed by him. So in my considered

view, it is more than sufficient to conclude that, the Second Party was demanding benefits of back wages and continuity of service. No doubt he has not stated that he is not gainfully employed during this period. However, at the same time no any type of case is made out by the First Party to say, that, the Second Party Workman is gainfully employed and have source of income and not entitled for back wages. No doubt burden is on the Second Party to prove his case but at the same time burden is on First Party also to deny his claim which he has made in the Statement of Claims as well as in the affidavit filed by him which is part of the present proceedings.

19. As discussed above and as concluded First Party is unable to establish the guilt of the Second Party and unable to prove that, Second Party only was responsible for the said mishap which took place on 3rd August, 1987. On the contrary evidence discussed above and case made out by both at the most lead to conclude that, it was the share accident. When it is an accident, one alone cannot be held sole responsible. On the contrary the negligence on the part of First Party in not keeping the machine in order and update, and not maintaining them properly can be the reason behind the said explosion and that possibility cannot be ruled out. Besides it is not explain what was duty of two victims namely Koli and Thakur who lost their life? Whether they were responsible or not is not shown and pleaded by First Party. When there is doubt about the charges levelled against the Second Party Workman and his role in connection with it, in my considered view, Second Party Workman alone cannot be held responsible for the said mishap and cannot be punished as punished by the First Party by terminating him in keeping him out of job from 1987.

In the said set of circumstances and in view of the discussions made above, I conclude that, the Second Party Workman must be reinstated.

20. Now question will be of back wages. Considering the case made out by the First Party and the pleading made by the Second Party in his affidavit and Statement of Claim and considering that, the Second Party is out of job and not working for First Party, I conclude that order of 50% back wages from the date of termination till he is reinstated would meet the ends of justice. Hence, the order :

ORDER

(a) Reference is allowed;

(b) Second Party Workman Shri Haribhau Madhav Chavan is reinstated with First Party by giving benefits of 50% back wages from the date of termination till he is reinstated;

(c) I further order First Party to pay cost of Rs. 10,000/- to the Second Party Workman as a token, since he is fighting for his relief from 1987 till this date.

At Mumbai

Dated this 4th Day of April, 2006.

A.A. LAD, Presiding Officer

नई दिल्ली, 4 मई, 2006

का. आ. 2094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथ न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 15/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-5-2006 को प्राप्त हुआ था।

[सं एल-12012/161/2002-आईआर(बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 4th May, 2006

S.O. 2094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Union Bank of India and their workman, received by the Central Government on 1-5-2006.

[No. L-12012/161/2002-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM- LABOUR
COURT, JAIPUR**

Case No. CGIT-15/2003

Reference No. L-12012/161/2002 (IR) (B-II)

Sh. Chandra Shekher Dubey,
49 Raghu Vihar, Maharani Farm,
Durgapura,
Jaipur (Raj.)

...Applicant

Versus

1. Chairman & Managing Director,
Union Bank of India,
Central Office,
239, Vidhan Bhawan Marg,
Mumbai-400021.

2. Dy. General Manager,
Union Bank of India,
Regional Office,
B-100, University Marg,
Bapu Nagar, Jaipur.

...Non-applicant

PRESENT:

Presiding Officer :	Sh. R.C. Sharma
For the applicant :	Sh. R.C. Jain.
For the non-applicant :	Sh. R.K. Kala, Sh. R.C. Papriwal & Sh. Rupin Kala
Date of award :	7-4-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Union Bank of India in dismissing the services of workman Shri Chandra Shekher Dubey w.o.f. 25-5-2001 was legal and justified? if not, what relief is the workman entitled to?"

2. The workman/delinquent has pleaded in his claim statement that he joined the services of the non-applicant bank as LDC on 13-12-83 and while he was working as Talex Operator, Clerk/Typist in the Overseas Branch at Jaipur, his services were terminated. He has further stated that being the post bearer of the distinct union he protested against the activities of the bank officers as well as that of the union and enjoying the majority, which were contrary to the interest of the bank and it triggered the rage within the higher bank authorities which led in chargesheeting him on 3-3-2000 and subsequently he was served with a supplementary chargesheet on 4-2-2000. In this context the workman has cited the examples of Nand Lal Sharma, the Branch Manager against whom he had filed the complaints to the higher authorities and that he had also to prefer a Public Interest Litigation before the High Court. He has added that he was chargesheeted on the basis of the reports submitted by Nand Lal Sharma. The workman has challenged the validity of the impugned termination order on the grounds that he was chargesheeted with a motive to victimize him, that the chargesheets are not made out under the services rules and that the charges are vague. He has further assailed that the order of the appellate authority is not a speaking order and that the punishment awarded to him is proportionately excessive. He has urged that the termination order dated 25-5-2001 be declared as unjustified and illegal and he be reinstated in the service with its continuity and full back-wages may be granted to him along with interest @ 24 per cent per annum.

3. Resisting the claim, the non-applicants in their written-counter have averred that the workman was an undisciplined employee and due to the misconducts committed by him during his service period the two chargesheets were served upon him by the bank and the charges have been found proved in a domestic enquiry conducted against him independently. It has been further stated that the workman was indulged in the activities which were beyond the scope of the fair trade union activities and being an employee of the bank he had no right to contact the outsiders pertaining to the functioning of the bank, who in order to tarnish the image of the officials had indulged in unnecessary correspondence. It has been further pointed out that the appropriate action in respect of the conduct of NL Sharma was taken by the bank which

cannot be linked with the instant chargesheets and on the complaint filed by the workman no action was taken against him by the bank authorities. They have stated that the PIL filed by the workman before the Hon'ble Rajasthan High Court has no concern with the present chargesheets.

4. Supporting the enquiry report the non-applicants have submitted that both the chargesheets were specific and distinct and on the basis of the evidence the charges have been found proved and, therefore, attributing allegations against bank authorities on behalf of workman's trade union activities is unfounded. It has been further stated that the charges proved against the workman were such that it was not in the interest of the bank to continue the services of the employee, who committed acts of misconducts which were prejudicial to the interest of the bank. The non-applicants have also precisely narrated the misconducts levelled against the workman in their written-counter and have submitted that the workman's misconducts are of such a grave nature for which the termination of his service was only remedy and there was no other option left to the management.

5. After hearing both the parties on the preliminary issue of the fairness of domestic enquiry, vide order dated 30-8-2004 of this Court the enquiry conducted against him was found to be fair and proper.

6. And now, this reference turned marathon case, which was bitterly contested between the parties comes up before me for its final adjudication. Both the parties advanced their oral arguments on the merits of the dispute before me at length and while responding at the stage of rejoinder, the Id. representative for the workman Sh. RC Jain sought to submit the written submissions on behalf of the workman. Both the parties, therefore, have also filed their written submissions before me. Both the parties have submitted a large number of rulings in support of their respective submission.

7. I have bestowed my anxious thoughts to the rival contentions and have scanned the enquiry record. I have carefully gone through the judicial pronouncements referred to before me by both the parties.

8. The factual background of this case sans unnecessary details is that the workman delinquent was chargesheeted on 3-3-2000 and a supplementary chargesheet was also served upon him on 4-8-2000. The charges drawn against the workman in the chargesheet dated 3-3-2000 are exhibited as below :—

"Shri Dubey instigated Shri Shankar Singh, who was hired on daily wages as a labourer, to sign the muster roll of the branch assuring him that if he signs the muster roll atleast for 90 days he would then raise a dispute before the ALC and get him a permanent job in the Bank. Though Shri Shankar Singh was not willing to do this wrong act, Shri Dubey pressurized him and advised him to sign in different inks for 91 days on one day to give an impression that the

muster roll was signed on different dates. Shri Shankar Singh followed his advice and did the signature in red and blue inks.

Shri Dubey is not punctual in his attendance. He comes late habitually and leaves the branch before the office hours. He does not mark the time of coming and going in the muster roll. He remains out of the branch for hours together and whenever inquired he informs that he is the union leader and has to go out for various organizational work to attend the office of ALC, CBI and Court cases for which he is not required to take prior permission/leave. When advised to obtain permission for coming late and leaving early as per the rules of the bank, instead of responding positively he starts threatening the Officers in a very rude manner.

He has used the Bank's name to take money from some of the clients and has not repaid the amount. One Shri Rajiv Bansal, Proprietor of M/s Jheel Overseas has complained that Shri dubey borrowed Rs. 15,000 from him in April, 1995 and had not repaid the same inspite of repeated requests/follow up.

Mrs. Premlata Dubey, wife of Shri C.S. Dubey had availed CC (H) facility in the account of M/s Ranthambore Soap Industries, where she is the proprietress, from SDMH Branch for Rs. 60,000 vide Sanction Advice No: 186/96 dated 29-1-96 in which Shri Dubey has furnished his personal guarantee. The loan account has now become overdue and is NPA as on date.

Shri Dubey has also furnished personal guarantee in PRSC Loan Account of Shri Rajesh Kumar Sharma for Rs. 15,000/- from M.I. Road Branch in March, 1994. This account has also become NPA.

A Saving Bank Account No. 4421 was opened in the name of Nagrik Kalyan Sansthan (NKS) with M.I. Road Branch. The account was to be operated jointly with the President of the Sansthan. As per its Bye-Laws, Shri C.S. Dubey is the Secretary of the Sansthan for which no permission had been obtained. On 18-3-94, one cheque No. 104591 dated 18-3-94 favouring NKS was issued by one of the customers of MI Road Branch M/s Jheel Overseas and an amount of Rs. 1001 was transferred to SB Account of the Sansthan on the same day. Thereafter, on 14-7-94, an amount of Rs. 1,000 was withdrawn in cash by Shri C.S. Dubey as the cheque was in his favour. Thus, Shri Dubey used his position in the Bank since he was working in the Current Department to influence parties for getting funds for the Sansthan. On a complaint being received into the matter, Shri Dubey stopped operations in the account of the Sansthan and thereafter shifted the account to some other Bank and continues to get fund from Bank's customers for this Sansthan.

As Shri Dubey was habitually not submitting leave applications, Branch Manager on 21-12-98 requested him to submit the same and cooperate in effecting recovery of

the loan amount. Instead of complying with the instructions, he threatened in the following manner:

"Your wait for 3-4 days, I will not keep you in this condition that you will be able to ask for my leave application and for recovery of the loan. Instead ensure that your hands/feet remain intact and also ensure safety of your family members".

Shri Dubey had also staged a demonstration against Regional Management on 7-12-98 in front of Regional Office, Jaipur premises with the sole intention of defaming bank's reputation and image. The demonstration which was arranged and organized by Shri Dubey created hindrance in the routine working of Regional Office from 3.00 to 3.30 pm. During the demonstration slogans were heard which were shouted at the top of the voices which made it impossible for the staff members to work, which were as under :

"Ghote ghotalon ki janch ho Barasthachar band karo Management apni man-marzi band kare"

After the slogan shouting the demonstrators entered Regional Office and created a scene in the Office. Shri Dubey then released the news of this demonstration to the reporters of two leading local newspapers Dainik Navjyoti and Rajasthan Paritka who published the news in their newspaper on 8-12-98 with the sole intention of attacking the reputation of the Regional Management. Shri Debey has been frequently issuing circulars attacking Regional Management adversely and thus tarnishing the image of the Bank.

Shri Dubey is informed that the aforesaid acts on his part constitute the following misconducts and he is charged of the same :—

"Gross Misconducts"

1. Indecent behaviour of the premises of the Bank.
2. Wilful insubordination or disobedience of any lawful and reasonable order of the Management or of Superior.
3. Doing acts prejudicial to the interest of the Bank.

Minor Misconducts

1. Breach of rule of business of the Bank or institution for running of any department.
2. Committing nuisance on the premises of the Bank.
3. Failure to show proper consideration/courtesy towards officers of the Bank.

Shri Dubey is hereby called upon to show cause within 7 days of receipt here of as to why disciplinary action should not be taken against him for the above misconduct. In case no explanation is received within stipulated time, it will be presumed that he has nothing to say and the matter will be proceeded with for appropriate action as deemed fit."

9. The chargesheet dated 4-8-2000 reveals the charge against the delinquent as under :—

"With further reference to charge-sheet memo no. CO: IRD: 1672 dated 3rd march, 2000, the following acts of omission and commission have been reported against Shri C. S. Dubey, Clerk/Typist, Overseas branch.

On, 10th June, 2000 Shri Dubey purchased a cheque for Rs. 5,000/- from Pathankot branch while he was on LFC. On that day the balance in his S.B. A/c. No. 90130 with M.I. Road branch, Jaipur was only Rs. 961.36. Shri Dubey had given a false undertaking to the Branch Manager, Pathankot branch that he had sufficient balance in S. B. A/c. The said instrument can be passed only after crediting salary advance of Rs. 5,500/- on 14th June 1999 to his S. B. A/c. The aforesaid acts of omission and commission on the part of Shri Dubey constitute the following misconduct and he is hereby charged of the same:

Gross Misconduct:

1. Doing acts prejudicial to the interests of the Bank.

Minor Misconduct:

2. Breach of rule of business of the Bank.

Shri Dubey is informed that an inquiry into the aforesaid charges levelled against him will be held by Shri R. Venkatramalah, Manager (P), ; Nodal Regional Office New Delhi alongwith the inquiry into the charges levelled against him in terms of memo no. CO: IRD: 1672 dated 3rd March, 2000. The Date, time and place of the inquiry will be intimated to Shri Dubey directly by the Enquiry Officer within 7 days of receipt hereof by him."

10. On conducting the enquiry, the Enquiry Officer vide his report dated 3-5-2001 has arrived at a conclusion that charge no. 5 was found as not proved, whereas charge no. 3 was partly established and all the remaining charges were found to be proved. Vide punishment order dated 25-5-2001 the services of the workman were dismissed by the Disciplinary Authority. The workman also preferred an appeal before the appellate authority, which was rejected by his order dated 8-10-2001.

11. Now, I proceed to examine the objections, assailing the validity of the termination order, raised by the workman as below:—

Objection No. I

12. The workman has advanced two-fold contention under this point, firstly that vide his application dated 13-3-2000 (DEX-3), he had requested to provide him the documents to defend his case, which were not furnished to him and he could not defend his case. He has also stated that by DEX-4 dated 30-3-2000 he was denied to give the material documents which was also prejudiced his case. The second limb of the contention is that the charges levelled against him in both the chargesheets are completely vague and unclear and illustrating them he has

further stated that under charge no. 1 no date has been mentioned, that charge no. 2 does not contain the dates of his absence, that under charge no. 3 there is no mention of the customers name from whom he had borrowed the money and that it does not show as to when Rajeev Bansal had complained against him. He has further stated that under charge no. 4 it has not been pointed out that on furnishing the grantee by him which specific rules have been violated by him, that under charge no. 6 it has not been disclosed as to which persons were pressurized by him to contribute for the Nagrik Kalyan Sansthan and charge no. 7 does not contain the details of the leave period for which he had not applied. It has also been stated that charge no. 8 is also unclear and vague which does not indicate as to which letters and when they were issued by the workman tarnishing the image of the bank. Lastly, validity of the supplementary chargesheet dated 4-8-2000 has also been challenged on this count that the charge does not contain as to which rules/regulations were violated by the workman.

13. Countering these submissions, the non-applicants have contended in their written submission that the charges are clear which were read over to the workman during the enquiry proceedings, who admitted that he had understood the charges and he had also cross-examined the management witnesses on this point. They have further stated that the delinquent had submitted his explanation to the charges imputed against him before the enquiry officer and had not raised this plea and had submitted this written brief before the disciplinary authority whereas, too, this objection was not raised. They have also indicated that the issue of furnishing the documents has already been decided by this court earlier. In the rejoinder, the workman has contended that simply on account of cross-examining the witnesses it cannot be considered that the charge are definite and clear.

14. To begin with, it may be precisely observed here that the workman has reagitated the issue of non-supply of the material documents to him during the course of the enquiry alleging that it has prejudiced his case. This objection had already been raised by him and argued at length during the hearing on the preliminary issue of fairness of enquiry and on a though examination of the facts it was decided against him by this court vide order dated 30-8-2004. It is also noteworthy that the workman had filed a review petition (petition for recalling the order), which was dismissed by the order of this Court dated 19-11-2004. As such, the order dated 30-8-2004 has attained its finality and no reason could be assigned on behalf of the workman to revisit this objection here.

15. Pondering over the question of the vagueness of charges, it revealed on going through the enquiry proceedings that at the commencement of the enquiry the delinquent was asked by the Enquiry Officer whether he had read and understood the contents of the charges, who responded "I have gone through the contents and

understood the same". Add to it, the delinquent has cross-examined the management witnesses at length to defend his case and the defence representative had also submitted the defence brief before the Enquiry Officer, which is available at page 271, wherein no such plea was incorporated by him. He had also submitted his written brief in detail to the show-cause notice for proposed punishment before the disciplinary authority on 21-5-2000 which is available at page 287 and no such ground was adopted by him therein too. He has in detail rendered his explanation to the charges.

16. On a peep at the charge, Charge No. 1 is manifestly clear in itself. Charge No. 2 says that the delinquent was a habitual late comer which shows his tendency to attend the office late and it was not at all necessary to spell out the dates in which he came late in the office, since it could not be feasible. Charge No. 3 contains the necessary details as the total number of currency notes which were borrowed by the workman and it categorically suggests the lender's name. Similar is the position with Charge No. 4. With regard to Charge No. 6 the name of organisation, the relevant account number, the cheque number, the amount and the date of withdrawal of money by the delinquent are incorporated therein. Charge No. 7 also displays the contents of threatening along with its date uttered by the delinquent to the Branch Manager. Charge No. 8 does include the necessary details of the incident. I do not find the lack of the particulars in Charge No. 9, which could have termed it as vague and unclear. On a close scrutiny of the charges, is difficult to be persuaded by the submission made on behalf of the workman that they do not contain the necessary particulars and are vague, which is not fortified from the record. Even in 1975 (1) LLJ SC 293, relied upon by the workman, the Hon'ble Apex Court has enunciated the principle that a person should be told clearly and definitely what the allegations are on which the charges preferred against him are founded. It is apparent from the aforesaid narration that the contents of the charges were explained and clarified to the workman and this requirement has been fulfilled during the course of the enquiry proceedings by the Enquiry Officer. Thus, the principle laid down by the Hon'ble Apex Court in this decision has been observed by the Enquiry Officer.

17. For convenience sake it is to be pointed out that during the course of submission of their written briefs both the parties were required to submit the list of citation along with their written submissions to enable each other to know their legal view point and also to assist the court for going through the relevant decisions. After submitting the written submissions, both the parties have submitted the set of copies of the decisions in accordance with their lists respectively. In order to tally the citations figuring in the list with the set of the rulings placed by the workman, on a careful scrutiny I find that some of the citations indicated in the list on the relevant points by the workman are not

available with the set of the decisions, whereas some decisions other than those indicated in the list have been annexed with the set of the rulings, which will find mention under the relevant points.

18. The following decisions are available on the set of rulings which have no relevancy with the objection under consideration :—

“1986 (53) FLR SC 172, 2004 (1) LLJ Kar 36, 1992 (II) LLJ Bom 686, 1992 (1) LLJ Kar 226, 1982 (2) LLJ SC 799, 1995 (20) LLJ SC 625, 1989 SCC (L & S) SC 664, 2000 (3) WLC Raj 529, 2002 (4) SCT J & K 714, 2001 (1) LLJ SC 129, 2001 (2) SCT Raj 1165, 2000 (85) FLR Allahabad 345 and 1996 (1) LLJ Bom 332.”

19. Following are the judicial pronouncements referred to on behalf of the workman exterior to the list Annexure 2:—

“2005 (III) LLJ Bom 971, 2005 Lab IC Cal 343, 2005 (III) LLJ Bom 489, 1984 (49) FLR SC 119”.

20. I have carefully gone through these decisions and find that their facts are not applicable to the present controversy having distinguishable features.

21. In contrast, the Ld. representative for the bank has invited my attention towards various decisions on the point. In 1997 II LLJ 528, it has been held that when a worker gave an elaborate reply then he could not later on say that the charge was vague. In 2003 (96) FLR 1010, it has been observed that when the date and time of alleged forgery was not furnished to the employee and the charge was of serious nature then merely such an irregularity would not invalidate the proceedings. In LLJ (1) 1957 SC (Burn and Co. Ltd. V. Their employees), the Hon'ble Supreme Court has even held that it is true that no chargesheet was formerly drawn up against the employee, but that could not vitiate the dismissal order, if he knew what the charge was against him and had an opportunity of giving his explanation. Similar view has also been propounded in 2004 (101) FLR 509. To sum up, the delinquent was informed clearly, precisely and accurately the charges levelled against him and the charges conveyed to him the exact nature of the misconduct. The decisions add assistance to the contention canvassed on behalf of the bank on account of the aforesaid factual and legal position, the submission set forth on behalf of the workman cannot be maintained and is repelled accordingly.

Objection No. II

22. It has been contended on behalf of the workman that he was punished for the misconduct under Clause 19.5 (J), but it is not clear from the chargesheet as to which allegation related to the particular misconduct under Clause 19.5 (J). It has been further contended that a misconduct which has been considered by the disciplinary authority for punishment, no other misconduct can be considered by the Court for his punishment and since the workman was punished for the misconduct under Clause 19.5 (J) and

for the remaining misconducts he was punished other than the termination, therefore, it is necessary to ascertain as to whether the enquiry conducted for the allegation related to the misconduct 19.5 (J) is justified or not. The workman has further stated that first it has to be ascertained as to which allegation out of 9 allegations is related to the misconduct under Clause 19.5 (J) and has further asserted that no allegation revealed against him falls under Clause 19.5 (J). The workman has placed his reliance on the decisions shown in Annexure II. The workman has also pointed out that he was also punished under Clause 19.5 (C), 19.5 (E), 19.5 (CD), 19.5 (CE) and 19.5 (CJ), which is against the provision under 19.9 of the BPS.

23. Opposing this contention, the Ld. representative for the bank has strenuously pointed out each charge falling under the relevant misconduct. He has further stressed upon that the workman has for the first time raised an objection with regard to Clause 19.9 and that the workman was not punished twice under any misconduct.

24. In the rejoinder, the workman has mentioned that the non-applicants have admitted in the written submission that several charges are covered by several misconducts and the punishment was awarded to the workman twice for the same charge. The workman has reiterated that no charge is covered under Clause 19.5, whereas he has been punished for the gross-misconduct under 19.5(J). Both the parties have exhibited in their respective charts as to which particulars charge is covered by which particular misconduct. According to the chart Annexure I place by the workman, it has been demonstrated that charge no. 1 is covered by the misconduct under 19.5(I), charge no. 2 under 19(7)(b), charge no. 3 under 19(7)(I), charge no. 6 under 19(7)(g), charge no. 7 under 19(7)(J), charge no. 8 under 19(7)(h) or (e) and, charge no. 9 is covered under 19(7)(d). According to the workman's submissions, charge no. 4 is not covered by any misconduct as per the BPS.

25. I have carefully gone through the relevant provisions of the BPS in this regard and on a meticulous examination of the contents of the allegations, it is difficult to accept that they are covered by the specific provisions of the misconduct as shown in the chart Annexure I on behalf of the delinquent. In the chargesheet dated 3-3-2000 it has been categorically pointed out that the allegations drawn up against the workman are covered by the gross-misconduct of indecent behaviour on the premises of the bank, willful insubordination and doing acts prejudicial to the interest of the bank, as well as the allegations are also covered by the minor misconducts for breach of rule of business, committing nuisance on the bank premises and failure to show proper courtesy towards bank officers. I find considerable substance in the submission of the Ld. representative for the bank when he contends that charge no. 1 is covered by the misconduct under clause 19.5(J), charge no. 2 under 19.5(e), 19.5(J) and 19.7(d), charge no. 3 under 19.5 and 19.7(d), charge no. 4 under clause 19.5 and

19.7(d), charge no. 6 under 19.5(J) and 19.7(d), charge no. 7 under 19.7, charge no. 8 under 19.5 ©, 19.65(j) and 19.7(e) and charge no. 9 under 19.5(J) & 19.7(d).

26. So far as the application of the clause 19 (9) of the BPS is concerned, though a single charge may be covered under two distinct misconducts, gross as well as minor, yet in the present controversy the workman was not made to suffer the two punishments for the same charge as is evident from the order of the disciplinary authority dated 25-5-2001, wherein he has specifically stated that since the penalty of dismissal from service of the bank is imposed on the delinquent, the other penalties become infructuous. Add to it, this objection was not raised by the workman before the disciplinary authority, nor before the appellate authority and the Hon'ble Rajasthan High Court has observed in 2003 (3) CDR 2330 that an objection which could not be raised before the appellate authority, cannot be agitated before the Tribunal for the first time. In view of this judicial verdict, too, this submission becomes untenable.

27. It is also notable that the enquiry officer has concluded the enquiry at page 331 of the enquiry record wherein drawing the conclusion against the delinquent for committing the misconduct of demonstration and slogan shouting before the regional office, his indulgence into the union activities during the office hours, the willful insubordination and lawful orders of the management, etc. are considered on his part to have been indulged in doing acts prejudicially in the interest of the bank. It is further noticeable that in the initial enquiry the proposed punishment for dismissal was attributed to his misconduct under clause 19.5 (j) and under the same clause the punishment of termination has been imposed upon him.

28. The workman has relied upon 1985 (2) LLJ Guj 296 and the decision dated 22-10-1990 delivered in Writ Petition No. 965/1980 in the matter of Gajendra Singh vs. Judge, labour Court and Ors. But the latter decision is not available with the set of the ruling. However, a photocopy of the decision dated 18-7-2005 delivered by the Hon'ble SB, Rajasthan High Court, Jaipur Bench, in the SB Civil Writ Petition no. 1413/05 in the matter of PNB vs. PNB Employees Union and Anr is annexed with the set of the rulings, which I have carefully gone through. In this case, management could not be able to establish that the workman had committed an act prejudicial to the interest of the bank and, therefore, he was exonerated of the charge levelled against him. But the facts of this case are not similar to the present controversy. On a careful perusal of decision reported in 1985 (2) LLJ Guj 296 is also not applicable to this case.

29. In the rejoinder, the workman has quoted the observations of the cases 2005 (III) LLJ Bombay 989 and 1984 (49) FLR SC 119. In 2005 (III) LLJ Bombay 989, the facts which emerge do not match the facts of the present controversy. 1984 (49) FLR 119 deals with the application of

Rules 4 and 5 of the Conduct, disciplines and Appeal Rules, 1975. The facts of all these three cases on their perusal are found to be dissimilar with the present controversy and the workman does not derive any help from them. The decision reported in 1992 (1) LLJ 226 has no parallel facts with the present controversy and is not applicable to it.

30. Contrary to it, on behalf of the bank the decision reported in 1989 (II) SCC 177 has been relied upon wherein the Hon'ble Apex Court has observed that if the order of punishing authority can be supported on any finding as to substantial misdemeanor for which the punishment can be imposed, it is not for the Court to consider whether the charge proved alone would have weighted with the authority in imposing the punishment. If further says that the Court concerned has to decide whether the punishment imposed provides it justified by the rules, if it is appropriate having regard to the misdemeanor established. The submission set forth on behalf of the bank finds strength with this observation. The another decision which also supports the submission is 1965 (i) LLJ Madras 88.

31. In this backdrop, the workman's contention is found to be bereft of the merit which must fail and is repelled accordingly.

OBJECTION NO. III

32. The workman has submitted that one NL sharma, the Branch Manager has misused his official position, against whom he had complained and a memo was served upon him by the bank, who was subsequently punished. He has further stated that he also preferred a PIL in this matter and ultimately the bank had to punish him with the stoppage of one annual increment, whereas the workman having a length of 18 years' service has been terminated, which proves his victimization by the bank authorities. He has also imputed that the bank authorities being displeased over his trade union activities have initiated the disciplinary proceedings against him and the chargesheet has been issued to him on the basis of complaint dated 23-9-1998 filed by NL Sharma.

33. His next submission is that the allegations levelled against him are between the period from 1994 to 1998 and the Branch Managers under whose supervision he has worked during this period never complained against him. He has alleged that the letter dated 23-9-1998 is a fabricated document. He has also stated that he instituted a suit against NL sharma before the Court of Additional Civil Judicial Magistrate, Jaipur City which is still pending and has also filed a PIL before the Rajasthan High Court. Hence, the bank authorities in order to victimize him had initiated the disciplinary proceedings against him.

34. In the response, disputing the victimization by the bank authorities, the non-applicants have stated that NL Sharma neither issued the chargesheet to the delinquent, nor he probed the matter, nor he had been the disciplinary authority to the workman. It has been further

contended that an independent enquiry was conducted on issuance of the chargesheets against the workman and after finding the charges proved against the workman, the punishment was imposed which he cannot term as his victimization. The non-applicants have further denied that no chargesheet was issued on the basis of the letter DEX-18, nor he was punished on account of his involvement in his trade union activities.

35. In the rejoinder, the workman has reiterated his plea as stated by him in his written submission on this count.

36. The workman has referred to a few documents, e.g. DEX-18 to 20 in relation to the complaint filed against NL Sharma, the PIL and other factors to show that on account of lodging the complaint against NL Sharma and due to his involvement in the trade union activities he was victimized by the bank authorities. He has also contended inter alia that the letter dated 23-9-98 written by NL Sharma was fabricated later on, but in my considered opinion, it is a subject matter of discussion of evidence while considering the relevant charge. In substance, the workman's plea is that lodging the complaints by him against NL Sharma, Branch Manager and his involvement in the trade union activities were the sole cause of initiation of disciplinary proceedings against him.

37. The workman has referred to the decision reported in 2005 Lab IC 343 by quoting the passages in his rejoinder, but on going through decision I find that the facts of the referred to decision do not resemble with the present controversy. He has also referred the following citations on this point in the list Annexure II: 2001 (1) SCT 933; 2000 (3) SCJ J&K 400; 2001 (4) SCT P&H 886 and 1996 (4) SCT SC 624.

38. Thereafter the workman has also relied upon the following decisions exhibited by him in his rejoinder which are amongst the rulings referred to on different points in the annexure II: AIR 1976SC 2424; 1993 (2) LLJ 549; 2001 (1) SCT SC 933; 2000 (4) SCT 832; 1996 (4) SCT SC 624; 2000 (1) SCT P&H 1038; 1992 (1) LLJ 226; 2001 (1) LLJ SC 129; 1998 (2) LLJ 799; 1995 (2) LLJ SC 625; 2000 (3) WLC Raj. 529; 1989 SCC (L&S) SC 664 and 2000; (85) FLR Allahabad 345. 2000 (1) LLJ Orissa 262 is beyond the list and is available with the set of rulings. All these judicial pronouncements, I have carefully gone through, suffice it to state that the facts mentioned therein do not correspond to the present controversy.

39. On the other hand, the Id. representative for the bank has placed his reliance upon 1963 (1) LLJ SC 251, wherein the Hon'ble Constitutional Bench has observed as below:

"The fact that the relations between an employer and the union were not happy and the workmen concerned were office-bearers of active workers of the union would by itself be no evidence to prove victimization, for if that

were so, it would mean that the office bearers and active workers of a union with which the employer is not on good terms would have a carte blanche to commit any misconduct and get a way with it on the ground that relations between the employer and the union were not happy. We are therefore of opinion that the finding of the victimization in this case is based merely on conjectures and surmises."

40. Other judgments relied upon by the Id. representative for the non-applicants are 1970 (2) LLJ Mysore 617 and 1960 (2) LLJ Calcutta 179, which are in conformity with the views expressed by the Hon'ble Supreme Court *supra*. Therefore, the principle enunciated in these verdicts clearly mandates that each individual case has to be judged on the materials available on the record and it is the merit of the case which matters more rather than the factum of victimization. If the misconduct alleged against the workman is found to be proved, he has to be punished accordingly, otherwise he is entitled to be exonerated of the charges levelled against him. As such, in this case the charges are to be considered on the evidence gathered on the enquiry record and it is revealed from the perusal of the enquiry record that the management has adduced the oral as well as documentary evidence to substantiate the charges against the delinquent and no fact has surfaced on the record which may lead to infer that the workman was subjected to victimization simply on account of his lodging the complaint against NL Sharma, the Branch Manager and for his involvement in the union activities. As such, the plea of victimization set forth on behalf of the workman is not sustainable, which is negated accordingly.

OBJECTION NO. IV

41. The workman has contended in his written submission that his performance between the period 1994 to 1998 was satisfactory and the Branch Managers under whose subordination he had worked, never complained about his conduct, that the letter dated 23-9-98 written by NL Sharma is forged, that the findings given by the Enquiry Officer are based on surmises and are completely perverse. He has further stated that the Enquiry Officer even without any evidence has found the charge proved against him and on the basis of such findings the Delinquent cannot be punished. He has alleged that the chargesheet is delayed.

42. His next contention is that on such complaint no action was taken against the office bearers/employees of other unions and, therefore, the action of management against the workman is biased. Citing the examples he has stated that no action was taken against SP Rathi, President, Union Bank Employees Association, who had collected the money from the customers of the bank, against Atul Sharma who committed the irregularities in relation to the purchase of cheques and against Bhagwan Sahay Meena

for his misconducts. He has further alleged that even after finding the misconduct proved against NL Sharma and despite the fact that the Court had taken cognizance against him, he was only punished with the stoppage of one increment. He has reiterated that the charges levelled against him are false, baseless and vague.

43. Per contra, the Id. representative for the bank has contended that the issue of delay was not raised before the disciplinary authority and appellate authority by the workman, which has been for the first time raised before it and, therefore, it cannot be sustained. The Id. representative has also contended that simply on account of delay, the workman cannot be exonerated of the charges which have been proved against him and the Id. representative has relied upon 2003 (3) CDR 2330. His next submission is that all the allegation except no. 5 have been found to be proved on the basis of the evidence and the Enquiry Officer has noted his conclusions after an analysis of the evidence. He has also contended that the charges in the domestic enquiry are not required to be proved beyond the reasonable doubt like in the criminal cases. The Id. representative has referred to a catena of decisions on this point.

44. In the rejoinder, the workman has reiterated that the findings given by the Enquiry Officer are perverse, that there is no evidence available on the record to prove the charges and the decisions referred to by the non-applicants that the Tribunal has got no power to reappraise the evidence are not applicable to the present controversy, whereas the Hon'ble Apex Court and the Hon'ble Rajasthan High Court has decided that the Tribunal has the power to decide as to whether the charges levelled against the workman are proved on the basis of the evidence or not. The Id. representative for the workman has also referred to the decisions on this point.

45. The workman then has submitted that the Enquiry Officer had not considered the submissions advanced on his behalf and the appellate authority has not even considered the contentions raised by him and referred to the decisions on this point. Lastly, the workman has contended that even if it is assumed that the charge levelled against the workman is found to be proved, then on the basis of such misconduct punishment of dismissal cannot be awarded to him.

46. The Id. representative for the bank has invited my attention towards the following decisions in support of his submissions. In (2000) (1) SCC 416, the Hon'ble Apex Court has observed that the disciplinary authority is the sole judge of facts if the enquiry has been properly conducted. If there is some legal evidence on which findings can be based then adequacy or even reliability of that evidence is not a matter to be canvassed before the High Court. In 1999 (83) FLR 373, it has been observed that if there is some evidence to reasonably support the conclusion of the enquiring authority, it is not the function of the Court to review the evidence and to arrive at its own

independent finding. The enquiring authority, is the sole judge of the fact so long as there is some legal evidence to substantiate the finding. In AIR 1991 SC 207, the Hon'ble Apex Court has held that the High Court is not entitled to reappraise the evidence, which fell into an error or in doing just that under the guise of examining the evidence to ascertain if the delinquent was prejudiced on account of the failure of the department to provide him with the notebooks. In JT 2005 (1) SC 116, the Hon'ble Supreme Court has said that the standard of proof in domestic enquiry is not that of a criminal trial but is based on preponderance of probabilities. In 1977 (35) FLR SC 11, the Hon'ble Apex Court has reiterated the view that the High Court cannot reappraise the evidence, but it would however be justified in setting aside the finding if it is based on no evidence. In 1995 (6) SCC 750, the Hon'ble Court mandates that the Tribunal cannot interfere with findings on facts based on evidence and substitute its own independent finding. Similar views have been expressed in consonance of the aforesaid views in 2004 (III) LLJ 1053 and FLR 2001 (88) 244. In (2003) 3 SCC 583, the Hon'ble Court has reiterated the view that in departmental enquiries preponderance of probabilities and some materials on record are necessary to arrive at the conclusion about the guilt of the delinquent and the technical rules of evidence are not applicable.

47. The Id. representative for the workman has placed his reliance upon the following decisions on this point:

(i) In 1964 (1) LLJ SC 38, it was held that High Court could quash the impugned order in such cases where it is shown that the conclusions raised by the Government in regard to the misconduct of the delinquent are not supported by any evidence at all.

(ii) In AIR 1984 SC 1805, the Hon'ble Apex Court has held that if the finding is based on no evidence then it can be rejected as perverse.

(iii) In 2001 (II) LLJ SC 1249, it was expressed; by the Hon'ble Apex Court that the findings recorded by the Enquiry Officer were totally vitiated for want of any legal acceptable evidence.

(iv) In 2002 (III) LLJ 848, it was decided by the Apex Court that when the evidence is neither relevant nor establishes the nexus between the alleged misconduct and delinquent it would be case of no evidence.

(v) In AIR 1978 SC 1277, the Hon'ble Apex Court has ruled that the disciplinary proceedings are of a quasi judicial character and the minimum requirement of the rules of natural justice is that the Tribunal should arrive at its decision on the basis of some evidence with some degree of definiteness which points to the guilt.

(vi) In 2001 (2) SCT Calcutta 177, the Hon'ble Court has held that if after going through the materials the writ court finds that on the basis of material no reasonable prudent man can come to the conclusion that charges have

been proved in such cases, writ court will not hesitate to examine such evidence and will interfere with the enquiry proceedings.

48. The principle enunciated by the Hon'ble Courts on the point is that there should be evidence adduced at the domestic enquiry in support of the accusation and where the findings of the misconduct are based on no legal evidence and the conclusion is one to which no reasonable man could come, the findings can be rejected as perverse. Adding to it, where the findings recorded are the ipse-dixit of Enquiry Officer or are based on conjectures and surmises, the evidence suffers from additional infirmity of non application of mind and stands vitiated. Without further much ado, the Hon'ble Courts have also expressed that the Tribunal cannot reappraise the evidence and it would be justified in setting aside the finding if it is based on no evidence. It is thus fairly settled law that the Tribunal would not sit over the enquiry as the appellate court and cannot review the evidence and arrive at its own independent finding. The standard of proof in domestic enquiry is not that of a criminal trial, but is based on preponderance of probabilities. The submission canvassed on behalf of the workman that the Tribunal can reappraise the evidence cannot be maintained since no such views have been expressed by the Hon'ble courts in the judicial pronouncements referred to on behalf of the workman as indicated supra.

49. It is in the light of these principles propounded by the Hon'ble Apex Court that I proceed further to examine the charges drawn up against the delinquent ad seriatum.

Charge No. 1

50. The workman has contended in his written submissions that the letter Ex. MEX-2 dated 23-9-98 is a forged one on the grounds that on 13-9-98 on which date it is alleged that the workman instigated Shankar Singh to sign on the muster roll, it was Sunday and to state on behalf of the bank that the works of cleaning and painting were going on, is not supported by any certificate issued by the bank nor the evidence has been produced on the record that on that date the wages were paid to the daily wagers. His next submission is that Shankar Singh was employed as motor car driver by N.L. Sharma who was under his influence and the workman was not even known to him, that neither Shankar Singh was the member of the union of which the workman was an office bearer and why the workman would give the assurance to the employee for his confirmation who was engaged by N.L. Sharma. He has also contended that the departmental head was N.L. Sharma and it was his responsibility to sign the muster roll from 14.9.98 to 22.9.98 when it is alleged that on 13.9.98 Shankar Singh had signed the muster roll. It has also been contended that it has been stated that the attendance register was in the possession of Sh. K.L. Parnami, who was an important witness and who has not been produced in the witness box. The workman has relied upon AIR 1999

SC 677; and 2000 SCC (L&S) 85. It has also been submitted that the testimony of NL Sharma is contradictory and the letter dated 23.9.98 is forged one. The workman then has assailed the conclusion drawn by the Enquiry Officer to be against the common prudence.

51. Countering these submissions, the Id. representative for the bank has placed his reliance on the statement of MW-1 NL Sharma, MW-3 PK Vaid and MW-7 Shankar Singh as well as the documents from Ex. M-2 to M-5 and has supported the findings recorded by the Enquiry Officer.

52. Ex. M-2 is the complaint dated 30.9.98 addressed by MW-1 NL Sharma to the Assistant General Manager wherein with regard to the first misconduct the witness has stated that a personal driver was engaged by the previous Branch Manager who was not performing his duties well, who was removed and he has hired another driver Shankar Singh. After a few days he found that Shankar Singh is also not capable of maintaining the bank's car properly, who was removed by him, but since the branch painting work was in progress, Shankar Singh was hired by him on daily wages who was working in the branch as a labourer. It further says that in the meanwhile Sh. C.S. Dubey instigated Shankar Singh and persuaded him to put his signatures on the muster roll of the branch by stating that if he signs the muster roll at least for 90 days he will bring the case in the Court and will get permanent job for him. It further alleges that on his persuasion Shankar Singh managed to get the muster roll out of the drawer of the Special Assistant K.L. Parnami on 13.9.98 when finishing work in the branch was going on. It goes on to say that when this trick came to the notice of K.L. Parnami, he brought it into his notice on 23.9.98 and he tracked down Shankar Singh who gave his written statement supporting the above incident.

53. MW-1 N.L. Sharma has proved the complaint Ex. M-2 and MW-7 Shankar Singh has proved the letter Ex. M-3. MW-3 Sh. P.K. Vaid, Accountant has proved the letter Ex. M-4 written by Shankar Singh. MW-7 Shankar Singh has also proved Ex. M-3 letter and has clearly stated that the statement was made by him to the Branch Manager which is in his handwriting and signed by him. He has also affirmed that he had signed the muster roll Ex. M-5 and to a question put to him by the disciplinary authority as to under whose advice he had signed the muster roll, he had clearly stated that when he was driving the vehicle Sh. Dubey told him to sign the muster roll.

54. The Enquiry Officer after considering the case of both the sides has arrived at a conclusion that the evidence of MW-1 N.L. Sharma and MW-3 PK Vaid is direct evidence and with the assistance of the documentary evidence Ex. M-2 to M-5, he has come to a conclusion that the allegation is proved against the workman. The Enquiry Officer has given the detailed reasons for recording his finding. It has been contended on behalf of the workman that K.L. Parnami

was an important witness who was not examined by the management and, therefore, the management story cannot be relied upon. But when there are several witnesses then it is entirely the discretion of the management to examine the material witnesses according to its own discretion and it cannot be presumed that the material witness was, deliberately withheld by the management. In the present controversy the material witnesses have been examined and the documentary evidence has been adduced by the management during the course of the enquiry which establishes the nexus between the evidence on record and the misconduct of the delinquent. The rulings referred to by the workman on this point are of no avail to him.

55. Then the workman has pointed out certain discrepancies in the testimony of the management witnesses and has argued to disbelieve their evidence on this count. I have carefully gone through the relevant testimony on this point and in my considered opinion these are the minor discrepancies which have cropped out in the testimony of the management witnesses which are but natural. In 2002 (8) SCC 381, the Hon'ble Apex Court has observed that normal discrepancies do not affect the credibility of the case and only the material discrepancies affects it. Therefore, on account of the minor contradictions the whole testimony of the management witnesses cannot be discarded and the plea set forth by the workman on this count cannot be maintained.

56. Much emphasis has been laid down on behalf of the workman on the point that Shankar Singh was employed by NL Sharma, who was under his influence, then why the workman would given assurance to him to make him permanent in service. It has also been contended that how the workman was interested in him.

57. On a glance at Ex. M-2 this contention finds its befitting answer. The letter clearly indicates that Shankar Singh was employed by NL Sharma but on account of his poor performance he was disengaged and since the painting work was in progress he was hired on daily wages who was working as a daily wager. This incident clearly shows that on account of his disengagement, it promoted the delinquent to instigate him and persuade him to make his signatures on the muster roll for making him permanent in the service and or attaining it even to institute the case before the Court to achieve the same. The workman has repeatedly contended that he had filed the complaints against NL Sharma and it is reflected from the facts supra that the delinquent also attempted to avail this opportunity to instigate Shankar Singh to affix his signatures on the muster roll in order to entice him to raise the dispute before the Court and to drag the branch into court resulting into the harassment of the Branch Manager NL Sharma and to vex him.

58. The controversy revolves around the letter Ex. M-2 and the workman has repeatedly alleged that it is false and concocted and that NL Sharma was inimical towards him.

59. On delving deep into the matter, the letter appears to be a truthful version of alleged incident in the background of the aforesaid facts and is reflecting the sequence of the events in the true sense and portrays the manner in which the incident took place in reality and it further echoes the role played by the delinquent in instigating and enticing an innocent labourer to affix his signatures falsely, which laid to slapping the charge against the delinquent. There is no truth to the allegation imputed by the workman and has been represented falsely. As such, the submission put forth on behalf of the workman that the letter Ex. M-2 fabricated and the testimony of the management witnesses is not reliable, is not fortified from the record. The disciplinary authority has properly and accurately drawn the conclusion of guilt against the delinquent on this point.

60. On behalf of the workman the following decisions have been referred to on charge No. 1 in the list annexure II which are not available with the set of the rulings: 2001 Lab IC 2367; AIR 1999 SC 667; 2000 SCC (L&S) 85 and AIR 1964 SC 364.

Charge No. 2

61. It relates to the non punctuality of the delinquent in the office. On behalf of the workman, it has been assailed that this charge is baseless and has only been imputed on the statement of NL Sharma which is contrary to the record. The attendance register Ex. M-5 bears the name of the delinquent at serial no. 12 and opposite to it there is no mention of absence or leave, nor there is any marking suggesting that he is a late comer. Referring to the staff circulars dated 29-11-1961, 1-7-1972 and 24.7.1982, the workman has further contended that they have not been followed by the bank and if he absented himself from the official duty then it was mandatory to take action against him, in the absence thereof it is proved that NL Sharma has levelled the baseless charge against him. Further, it has been asserted that to corroborate the testimony of NL Sharma no official/officer of the bank has been examined and the finding is entirely perverse. On behalf of the bank, the contention has been sought to be refuted by submitting that during the course of the enquiry the letter Ex. M-19/2 dated 16-12-1998 was placed on the record which shows that the workman remained absent on 15 various occasions and the circulars issued by the bank in this regard were also made available to the workman. The Id. representative has placed his reliance on the testimony of MW-1 NL Sharma and Ex. M-6 to Ex. M-13 also has supported the conclusion drawn by the enquiry officer on this count.

62. It has been further elaborated on behalf of the bank that the delinquent was a habitual late comer, who even did not mark the time of arrival in the register and this charge relates to his general attitude and has asserted that if the charge relates to the habits of the workman, then citing one or two examples are enough. The letter Ex. M-2 dated 23-9-1998 says that the delinquent is not punctual in his attendance. MW-1 NL Sharma has further stated in this

letter that he directed to the staff members for observing punctuality which pinched him and he became prejudiced. MW-1 NL Sharma has exhibited this fact in his testimony.

63. Ex. M-6. is a complaint addressed by NL Sharma to the Deputy Manager, Regional Office, Jaipur wherein it has been alleged that the delinquent was habitually coming late and leaving the branch before the office hours which affected the customers' service adversely, that he was repeatedly advised verbally to come in time and not to leave the office before the office hours but he did not bother to follow the instructions of his superior officers. Various circulars have also been placed on the record on behalf of the management observing that if the employees reach for duty a little late or leave office a little earlier than the closing time then they should seek the permission of the Branch Manager.

64. The enquiry officer while appreciating the evidence available on the record has relied upon the oral testimony of MW -1 NL Sharma and has disagreed with the defence contentions that this allegation was vague and flimsy. He has further relied upon the memo Ex. 19/2 which, reveals that the Branch Manager had served this memo dated 16-12-1998 on the delinquent whereby he was intimated that on 11 occasions, the particulars thereof are depicted in the memo, he did not report for duty, nor he submitted the leave application. It further directs him to file the leave application without delay otherwise the action as per the bank circulars would be taken against him. It falsifies the plea put forth on behalf of the workman that no step was taken by the management in this behalf. The enquiry officer has appropriately examined the evidence and has arrived at a reasonable conclusion. The submission made on behalf of the bank that it is sufficient to cite few instances to establish the misconduct of non punctuality finds strength from the decision reported in AJR 1960 Allahabad 579. It says that charge for indiscipline cannot be viewed with the same strictness as a charge for an offence triable under criminal law. In disciplinary matters it should be sufficient if the person proceeded against is told what in substance the accusation is against him. If the accusation relates to some solitary event reference to that event is important and even necessary, but if the instances are many, spreading over months and can be said to be parts of the same transaction the reference to the transaction will ordinarily be sufficient. Accordingly, the contention canvassed on behalf of the workman is found to be without substance and deserves rejection.

Charge No. 3

65. It relates to borrowing of Rs. 15,000 from the bank's customer Rajiv Bansal, who filed the complaint against the workman. The workman contends that the complaint Ex. M-6/2 was filed with the expiry of three and a half year's time, which could not be explained. If he had borrowed the money from Rajiv Bansal in the month of April 1995 then it ought to have been filed without any delay. The workman

then has stated that it is alleged that he had borrowed the money for utilizing in the soap factory, which his wife was running. But his contention is that his wife is graduate who could run the business at her own and, therefore, the allegation that he utilized the money in the month of May 1995 in this factory is baseless. It has been further stated that in the proceedings held on 11-9-2000 Rajiv Bansal has admitted that he has received back the money and that he has concealed the fact that who has drafted the complaint against the delinquent. Ex. D-6 has also been relied upon by the workman which is stated to be a declaration deed, attested by the notary whereby Rajiv Bansal has stated that the delinquent had not borrowed money from him. The workman has alleged that this document was not considered by the enquiry officer.

66. Responding to the submission, the Id. representative for the bank has contended that Rajiv Bansal has clearly stated that the delinquent had borrowed the said amount from him and the witness had complained before the Branch Manager. The Id. representative has relied upon Ex. M-2, M-6/2 and the oral testimony of MW-1 NL Sharma and MW-6 Rajiv Bansal. He has concluded by arguing that the charge has been found to be proved to the extent that the delinquent had borrowed Rs. 15,000 from Rajiv Bansal in the month of April 1995, which were not returned to him till October 1998.

67. The enquiry officer has found this charge partly proved to the extent that the delinquent has borrowed money from Rajiv Bansal, a customer of the bank and has relied upon the testimony of MW-1 NL Sharma and MW-6 Rajiv Bansal along with the documentary evidence Ex. M-2 and M-6.

68. Ex. M-6/2 is a complaint dated 29-10-1998 addressed by Rajiv Bansal to the Branch Manager wherein he has stated that on 10-4-1995 when he visited the bank for his personal work, the delinquent requested him to lend Rs. 15,000 to him, which he had not at that time with him. His further statement is that it was withdrawn by him from his savings account in the bank and was paid to the delinquent, which he promised to repay within a month. He has deposed that when the amount was not returned to him after the stipulated period, he was continuously demanding the money from delinquent and when the amount was not repaid to him then he requested to the Branch Manager through his application Ex. M-6/2.

69. This fact has been depicted in Ex. M-2 also which has been proved by MW-1 NL Sharma. MW-6 Rajiv Bansal has described this incident in his deposition before the enquiry officer wherein he has testified this fact that the letter Ex. M-6/2 was given by him to the Branch Manager and the amount in question was borrowed by the delinquent from him. He has also stated that the amount was repaid by Shri Dubey to him. Though in his cross-examination he has stated that he did not wish to answer as to where the letter Ex. M-6/2 was prepared and who drafted the letter,

but he had emphatically stated that he had signed this letter since he wanted to have his money returned, which he has been repaid. It clearly suggests that he had voluntarily signed the letter Ex. M-6/2, which cannot be treated to have been signed by the witness under pressure albeit he has not disclosed as to who drafted it, which becomes immaterial looking to the aforesaid facts.

70. It has been contended on behalf of the workman that Rajiv Bansal had subsequently issued a declaration Ex. D-6 wherein he has denied any such transaction. Ex. D-6 is a declaration dated 29-2-2000 signed by Rajiv Bansal which says that "I hereby declare that Sh. Dubey never borrowed money from me. Once a donation of Rs. 1001 was given but same amount was returned on next day only and the donation was accepted." It is attested by the notary.

71. It is true that this declaration was submitted before the Enquiry Officer subsequently since it was not confronted with the witness during his cross-examination. The Enquiry Officer has also noted this fact in his analysis and no reasonable explanation could be offered on behalf of the delinquent that why this document dated 29-2-2000 was not confronted with MW-6 Rajiv Bansal who was cross-examined on 11-9-2000. As such, simply on the basis of the declaration made by this witness in Ex. D-6 which was not even shown to him during his cross-examination, the testimony of this witness cannot be doubted on this point and the workman's submission cannot be sustained. The Enquiry Officer has adequately arrived at a conclusion which warrants no interference. The submission advanced by the Id. representative for the bank is further supported by the decision reported in SA, KINI & Anr. v. Union of India & Ors. (II LLJ SC 421), wherein the Hon'ble Apex Court has held that no employee of nationalised bank should engage himself in collecting donations from persons with whom he comes into contact in the course of employment, which is likely to lead unhealthy practices. In (1972) 4 SCC 618, the another decision referred to by the Id. representative for the bank, the Hon'ble Court has expressed that if an employee borrowed money from the creditor a few days earlier, it seems rather clear that he placed himself under pecuniary obligation to a person who was likely to have official dealings with him.

72. In JT 2005 (8) SC 96, the Hon'ble Apex Court has also considered the view that if the depositor is not put to loss and even if there is no loss to bank also, but has further held that plea of absence of loss is of no avail. Thus, these views expressed by the Hon'ble Court establishes the guilt against the delinquent.

Charge No. 4

73. On behalf of the workman it has been contended in the written brief that this charge is peculiar and baseless, that in the year 1996 the loan amount of Rs. 60,000 was sanctioned by the SDMH branch of CCH in favour of the delinquent's wife and the delinquent has furnished his personal guarantee. Since the said business could not run

successfully and the amount of loan was repaid through the stipulated installments, therefore, no loss was caused to the bank. It has been further contended that there is no rule under which the workman could not furnish his personal guarantee in favour of his wife.

74. It has also been contended that the Enquiry Officer has not found charge no. 5 proved and has noted that there was no role of the delinquent in the allegation except that he executed a letter of guarantee, whereas on furnishing the personal guarantee in favour of his wife by the delinquent he has on the same count found the charge no. 4 as proved. The workman has further, pointed out that in the reconciliation proceeding before the ALC, it was settled that the loan amount would be repaid through the installments worth Rs. 1500 per month and the said amount has been repaid and, therefore, the charge is not covered by the misconduct under the provision 19.5 of BPS and the finding of the Enquiry Officer on this charge is perverse.

75. Disputing the contention, the Id. representative for the bank has submitted that on the basis of the oral testimony of MW-1 NL Sharma and MW-4 MP Pareek and on the documentary evidence from Ex. M-26 to M-34 along with M-2/1, it is proved that the delinquent assisted his wife to take the loan amount worth Rs. 60000 from the bank and he became her guarantor, that the loan taken from the bank became overdue and became NPA on the date. He has then pointed out that there is difference between the allegation under charge no. 4 and charge no. 5 and has supported the findings of the Enquiry Officer that it is not perverse and the charge is covered by the BPS which is a misconduct. Ex. M-2(1) contains the narration of this allegation and MW-1 NL Sharma has testified it in his deposition. MW-4 MP Pareek, the Branch Manager of the SDMH Branch of non applicant bank has exhibited the relevant documents Ex. M-26 to M-34 and has deposed that Smt. Prem Lata Dubey *vide* letter dated 29-1-96 had requested to avail the CC(H) facility. from the SDMS branch and the delinquent had executed a guarantee letter on 31-1-96 in her favour. He has testified the said transaction. The Enquiry Officer after recording the narration and submissions advanced by both the parties has arrived at a conclusion that Smt. Prem Lata Dubey, wife of the delinquent availed a facility from the bank for which the delinquent was guarantor and the amount became overdue and was categorized as NPA. It has also been noted that the delinquent had raised a dispute before the ALC for recovery of loan installments.

76. The Id. representative for the bank has drawn a fine distinction between the misconduct proved under charge no. 4 and not proved under charge no. 5 by contending that under charge no. 5 though the delinquent was a guarantor, yet the loan amount was repaid by the loanee and secondly that under charge no. 5 no legal notice was issued to the delinquent, therefore, this charge was found not proved against him, whereas under charge

no. 4 the bank had continuously issued the notices to the delinquent and the loan could not be repaid till that time. Therefore, misconduct under charge no. 4 is distinguishable from the misconduct falling under charge no. 5. This submission finds strength from the record. So far as the contention that the said act of delinquent does not fall as misconduct under the provisions of the BPS is concerned, it is evident that, the delinquent had furnished the personal guarantee in favour of his wife, who had obtained the loan on the credit of the delinquent, which could not be repaid in the due time and this act of the delinquent is covered by the provision under 19.5 and 19.7 (a) of the BPS. The submission put forward on behalf of the workman that the finding recorded by the Enquiry Officer on this charge is perverse, is unfounded and baseless and is untenable.

Charge No. 6

77. The workman has submitted that the management has failed to show as to under which rules he could not become the Secretary of Nagrik Kalyan Sansthan (NKS). It is further stated that no complaint received in this regard has been brought on the record by the bank, that it has not been shown that when the account of the organisation was transferred to another bank and that Rajiv Bansal who appeared as proprietor of M/s. Jheel Overseas, has not uttered a single word in his evidence on this misconduct. It has been further asserted that the central office of the non-applicant bank has disposed of this dispute on 5-7-95, despite that the charge has been levelled against the workman.

78. The workman has also assailed the finding of the Enquiry Officer by contending that the findings are not based on evidence, that no material was placed by the Enquiry Officer and it reflects the prejudices of the Enquiry Officer. The workman has termed the findings on this point as perverse.

79. On the other hand, the Id. representative for the bank has placed his reliance upon the oral testimony of MW-5 Atul Gupta and the documentary evidence Ex. M-35, M 35/4, M-35/5 to M-35/14 as well as on Ex. D-6. He has asserted that it is revealed from Ex. D-6 that the delinquent had obtained the donation worth Rs. 1001 for NKS. The Id. representative has sought to refute the contention of the workman that Rajiv Bansal was not examined on this point by contending that Ex. D-6 was submitted by the workman himself which gives a clear description of the donation received by the delinquent. The Id. representative for bank has defended the findings of the Enquiry Officer by stating that it is not perverse and has asserted that it is proved from the documentary evidence that the delinquent received the donation worth Rs. 1001 from M/s. Jheel Overseas.

80. MW-5 Atul Gupta, Deputy Manager (Protocol) has exhibited the report Ex. M 35 dated 15-5-95 in his testimony relating to the complaint against the delinquent which was investigated by him. The Enquiry Officer in his

detailed analysis has considered all the relevant materials including Ex. D-6 and has noted that on 18-3-94, the cheque worth Rs. 1001 was issued by one of the customers of M1 Road branch, viz., Jheel Overseas Ltd., which was credited on 18.3.94 and on 14-7-94 this amount was withdrawn by the delinquent and during this period the delinquent was working in the branch as a clerk. The Enquiry Officer has placed his reliance on Ex. M-35(1).

81. While considering Ex. D-6, adduced by the defence before the Enquiry Officer, he has rightly pointed out that the cheque was dated 18-3-94 and it was credited on the same date *vide* Ex. M-35(1) and was withdrawn on 14-7-94. Therefore, the statement of Rajiv Bansal dated 29-2-2000 Ex. D-6 that he received the donation amount on the very next day is contrary to the fact.

82. Curiously enough, Ex. D-6 was submitted before the Enquiry Officer on behalf of the delinquent and even this question was not put to MW-4 Rajiv Bansal during his cross-examination on behalf of the delinquent that the donation paid to the delinquent was received by him on the next date. The finding on the point reached at by the Enquiry Officer is genuine and insistent with the record. The Enquiry Officer has also found the said act of the delinquent as misconduct on account of using the influence of his position for receiving donation from bank account holder. The Id. representative for bank has on this point relied upon the decisions SA KINI & Anr. v. Union of India & Ors. (II LLJ SC 4121) and (1972) 4 SCC 612 quoted by me under point no. 4, which supports the contention advanced on behalf of the bank. The findings recorded by the Enquiry Officer on this point cannot be termed as perverse and the contention canvassed on behalf of the workman is negated being without substance.

Charge No. 7

83. The workman has contended that the subject matter of this charge is unclear and no month or year of the occurrence has been shown, that Ex. M-19 and M-19/2 could not be proved, which are fabricated on account that they have not been signed by any regional officer and the letter dated 16-12-98 was never handed over to him. He has further stated that the dates on which he has been shown to be absent in the letter dated 16-12-98, on these dates he was on leave as is shown from the attendance register Ex. M-5, that the chargesheet was issued to him after the expiry of nearly one year, that no employee of the branch was examined with regard to the occurrence and the charge is not covered by the misconduct under clause 19.5. He has also contended that the finding recorded by the Enquiry Officer is based on surmises.

84. Per contra, the Id. representative for the bank submits that the Enquiry Officer has noted the conclusion on the basis of the testimony of NL Sharma, Ex. M-19 and M-19/2, that the principal witness was NL Sharma who has been examined with whom the delinquent had misbehaved and threatened him.

85. Ex. M-19 is a letter dated 21-12-98 addressed by NL Sharma to the Assistant General Manager wherein he has stated that on 21-12-98 he called the delinquent in his chamber and asked him to submit the leave application for the period between 10-6-98 to 28-11-98. He has also stated to cooperate in effecting the recovery of the loan taken from Rajesh Kumar Sharma then the delinquent asked him to wait for 3 to 4 days and that he will not keep him in the condition, that he will not be able to ask for his leave application and for recovery of the loan. He also threatened to ensure his feet and hand remain intact and to ensure the security of his family members.

86. Ex. M-19/2 is a letter as stated earlier which was written by NL Sharma to the delinquent asking him to submit the leave applications for the period mentioned therein. The Enquiry Officer has noted in his analysis that in view of the memo Ex. M-19/2 the delinquent became prejudiced against the management witness and that the possibility of threatening by the delinquent to the Branch Manager with dire consequences cannot be ruled out.

87. I have gone through the testimony of MW-1 NL Sharma who has stood unshaken in his cross-examination on this point. So far as the question of vagueness of the charge is concerned, obviously, the letter Ex. M-19 as well as the memo Ex. M-19/2 contain the necessary particulars and on a peep on these documents it cannot be said that the charge is not specific and does not contain the necessary particulars.

88. It has been asserted on behalf of the workman that there were approximately 20 to 22 employees working at that time, but none of them could be examined in support of the testimony of MW-1 NL Sharma. But the letter Ex. M-19 clearly states that the delinquent was called by the Branch Manager NL Sharma in his chamber and there was a dialogue between the two regarding the leave application and recovery of the loan, whereupon the delinquent threatened him in his chamber. No fact has arisen on the record to suggest that any other witness was also present there. Therefore, NL Sharma is the prime witness, whose solitary testimony is of the sterling worth which has remained unimpeachable and there is nothing on the record to discard his testimony.

89. Then it has been contended that the chargesheet was issued after the expiry of nearly one year which creates doubt regarding the genuineness of the occurrence. But this submission is difficult to be accepted since it stands proved on the basis of the oral testimony of NL Sharma backed by the letter Ex. M-19 and memo Ex. M-19/2 that the alleged incident had taken place and simply on account of this fact that the chargesheet was issued on the expiry of nearly one year, the whole story cannot be thrown away and the submission set forth on behalf of the workman is unsustainable and is repelled.

Charge No. 8

90. The workman has assailed this charge by contending that it is entirely vague and unclear and the conclusion drawn by the Enquiry Officer is based upon the conjectures. His submission is that type officers whose signatures are borne on the report Ex. 20 have not been examined by the management and the submission of MW-2 SS Aulakh that he could only identify the delinquent

clarifies that to implicate the delinquent the story has been concocted. His next contention is that the news reported in Rajasthan Patrika and other newspaper on 8-12-98 has no connection that the press note was issued by the delinquent. His next submission is that to demonstrate before the regional office and to handover the memorandum to the higher authority is not a misconduct and it was a part of the trade union activity against the corruption and lawlessness prevalent in the banking functioning. He has stated that by this act no loss was caused to the bank and the findings of the Enquiry Officer are prejudiced.

91. The delinquent has also agitated that the slogans were shouted against the corruption at the ordinary pitch of voice and he had not committed any act which could hinder the bank functioning. The demonstration was staged at the lunch hours between 2.30 pm to 3 pm which caused no disturbance in the official functioning.

92. The Id. representative for the bank has sought to refute the contention by stating that at the relevant time MW-2 SS Aulakh was the Chief Manager at the Regional Office of the bank and that on 7-12-98 the delinquent along with his other associates shouted the slogan in the regional office and disrupted the official functioning. He has further contended that Sh. Aulakh was a new officer in the bank who was not even knowing the delinquent personally, had reported the matter to the Assistant General Manager through Ex. M-20 and the delinquent had released this news to the newspapers. This act of the delinquent, as per the submission of the Id. representative, tarnished the image of the bank.

93. Ex. M-20 is a letter dated 9-12-98 written by MW-2 SS Aulakh, the Chief Manager, Regional Office, Jaipur to the Assistant General Manager describing the demonstration staged by the delinquent in front of the regional office at Jaipur. It says that on 7-12-98 the said union had staged an unauthorized demonstration arranged by the delinquent which created hindrance in the routine working of office from 3 pm to 3.30 pm. It has also specifically pointed out the slogans shouted by the demonstrators at the highest pitch of voice and it further says that they had also entered into his cabin and a memorandum dated 7-12-98 was handed over to him and they also created disturbance in the cabin. He has pointedly stated that at that time he could only identify Sh. CS Dubey and at that time the other bank officers RP Singh, Jainendra Singh and Major JSS Chahal were also present in the cabin.

94. MW-2 SS Aulakh has testified this occurrence in his deposition in detail during the course of the enquiry proceedings. He has pointed out that the demonstrators were shouting the slogans, who had also entered into his cabin and the delinquent stressed before him that they 'want to talk something and started shouting, which disrupted the working of the regional office and at that time three bank officers, as named in the letter, were present in his cabin. He has categorically stated that the functioning of the regional office was stopped by half an hour from 3 pm to 3.30 pm and the demonstration tarnished the image of the bank among the public who were watching from outside. This witness has been cross-examined at length. To the questions put to him he has replied that the demonstration took place inside the working zone of the regional office between 3.20 pm to

3.30 pm, that demonstrators entered into his cabin had that he could not identify anyone else other than the delinquent because most of them were not from their bank and he himself was also new to this place. He has stated that though he does not have any direct proof that the delinquent had given the press release, yet the press had quoted his name for having given the press release and the delinquent had never denied giving the press release. His answer is further supported by Ex. M-21, the news cutting of Rajasthan Patrika dated 8-12-98 twirling this news of demonstration has been published with reference to the Statement given by the delinquent and, therefore, it can be safely presumed that at the instance of the delinquent himself the news was published.

95. Turning to the next submission that the three other officers of bank were present in the cabin of Chief Manager have not been examined, it is true that the three bank officers, named above, were present in the cabin of the Chief Manager when the alleged incident had taken place and the letter Ex. M-20 also bears their signatures, but when there are more witnesses than one, it is the discretion of the management to examine the witness in support of case to whom it choose so. The prime witness in the present controversy is the Chief Manager SS Aulakh who has been examined and who could not be shaken in his cross-examination. His testimony is credit worthy, which proves the alleged incident. The submission that the conclusion drawn by the Enquiry Officer is prejudiced, is also not acceptable. The Enquiry Officer has examined this misconduct in detail after scrutinizing the evidence and documents available on the record and has recorded the reasons of his conclusion. He has categorically noted that the Chief Manager has explained the incident at length and has found that the delinquent had held demonstration in front of the regional office on the said date and during the demonstration the slogans were shouted. He has pointed out that the demonstration/shouting slogans at the highest pitch of voice in front of the office and in the cabin would certainly stop the working of the staff and on considering the plea advanced by the defence he has rightly held that it was not supported by any evidence and it was not probable. He has also recorded that the acts of the delinquent were certainly against the interest of the bank and has found the allegation as established on the basis of the documentary as well as oral evidence of MW-2 SS Aulakh.

96. The Id. representative for the bank in support of his submission has referred to the decision II LLJ 1970 14, wherein it has been observed that making false and defamatory statements against the management would amount an act subversive of discipline. In 1969 (I) SCC 502, the another decision relied upon by the Id. representative for the bank, the Hon'ble Apex Court has observed that there is no fundamental right for anyone to hold meetings in Government premises. The submission advanced by the Id. representative derives assistance from these decisions. The contentions advanced on behalf of the workman that the charge is not proved against the workman is devoid of substance and cannot be sustained.

97. The workman in his written submission at para 6 and page 6 while advancing the submission on charge No. 1 had assailed the findings given by the Enquiry Officer

on all the charges as perverse and has stated that these findings have been noted without any evidence by the Enquiry Officer. The workman has placed his reliance on the decisions indicated by him at Annexure II. His further contention is that the action taken by the management against the workman was biased since the bank management had not initiated any action against one Sh. Bhagwan Sahay Meena for the purchase of cheque based on Ex. D-22/45. Thus, the question of perversity and bias can properly be discussed at this stage subsequent to the discussion of the charges levelled against the workman.

98. I have scanned the enquiry report minutely and without further ado I reach at the conclusion that the management has adduced the evidence in support of the misconducts and the findings of the Enquiry Officer are based on cogent evidence and the conclusion recorded by the Enquiry Officer is based upon the reasons: to which a reasonable man could have arrived at. He has considered the deposition of the witnesses in his findings and the evidence with a large degree of definiteness points to the guilt of delinquent in respect of the charges imputed against him and the co-relation between the evidence and guilt has been established to sustain the charges. It can further be stated that the evidence of the management witnesses is credit-worthy and the findings noted by the Enquiry Officer are valid and warrant no interference by the Tribunal.

99. The arguments advanced behalf of the workman are untenable and unfounded both from factual and legal angles and there is no basis of giving credence to the claims of the delinquent as the evidence gathered on the record sufficiently proves the charges against him. Thus, I find that there is crystal clear evidence against the workman collected on the enquiry record with respect to his misconduct. The Id. representative for the workman has referred to the following decisions on the issue of perversity in addition to the decisions quoted earlier, 1985 II LLN SC 579; 1999 (I) LLJ 604 SC; 2005 (2) SLR SC 700; 2005 (II) LLJ AP 768; 2000 (II) LLJ Allahabad 1067; 2005 (III) LLJ Bombay 89; 2005 Lab IC 343 and 2005 (III) LLJ 1971, but the facts thereof are not similar to the present controversy and they are of no avail to the workman's case.

100. On the other hand, the Id. representative for the bank has drawn my attention towards the following rulings in support of his submissions, the facts thereof are parallel to the present controversy which support his submission: (1995) I SCC 216; (1997) 2 SCC 708; (2000) I SCC 416; (1997) 4 SCC 561; 1999 (83) FLR 377 and FLR 2001 (88) 244.

101. So far as the plea of bias is concerned, a glance at the nature of misconducts levelled against the workman that they are wholly of different kind than those misconducts levelled against the employees as alleged by the workman. As such, he cannot claim the parity with them and this contention cannot be accepted. The decision 2002 (4) SCT SC 607 relied upon by the workman does not help him.

102. On account of delay as discussed above, the charges are found proved against the delinquent and the single factor of delay cannot be considered to be fatal to the management case. The workman's contention, therefore, has no legs to stand and is rejected.

103. It has also been contended on behalf of the workman that the appellate authority has not discussed the evidence and submissions of workman in his order. The workman has relied upon 2001 (1) LLJ Kerala 1621 which says that the appellate authority is bound to apply its mind.

104. On carefully examining the order dated 8-10-2001 passed by the appellate authority, it is apparent that he has gone through the record of enquiry and has discussed precisely the relevant misconducts of the workman. It does speak the clue application of mind by the appellate authority and the submission of delinquent cannot be maintained.

Supplementary Chargesheet dated 4-8-2000

105. The workman has contended that while he was availing LFC in Pathankot on 10-6-1999, he had intimated to the Branch Manager, Pathankot Branch that on submission of withdrawal form/cheque it would be encashed and had never written that he had sufficient amount in his bank account in the MI Road Branch, Jaipur. The Branch Manager, Pathankot had a dialogue on the telephone with the Branch Manager NL Sharma and he noted the dialogue on the record. He has further contended that he had not submitted the prescribed proforma before the Branch Manager and when he returned to Jaipur he came to know that he had not the sufficient amount in the account and, therefore, he credited the amount by way of withdrawing the advance salary out of his pay. He has contended that the findings on this misconduct is totally perverse.

106. On the other hand, the Id. representative for the bank has submitted that it is undisputed that the delinquent had submitted an application before the Branch Manager Pathankot for payment of Rs. 5000/- in advance and that he had mentioned in the application that he had sufficient amount in his account, whereas on the said date he had only Rs. 961.36 in his account. The Id. representative has acceded to this fact that the cheque when presented subsequently was honoured and it was credited on 15-6-1999 out of delinquent's account.

107. The enquiry officer has examined this misconduct in detail and has noted that the withdrawal form for Rs. 5000/- dated 10.6.1999 (Ex. M-4) was purchased at Pathankot Branch and Shri Dubey had presented a letter of request stating that "I was on LFC and due to changing the stations, I am in need of 5000/-. Kindly allow, I declare that the cheque/withdrawal form on presentation shall be paid/responded, I having sufficient balance in my saving bank A/c 90130 at MI Road Branch, Jaipur as on date". The Enquiry Officer has reached at a conclusion that the delinquent had availed the cheque purchase facility by giving a false declaration that he was having sufficient balance in his savings account at Jaipur, whereas on 10-6-99 the balance was only Rs. 961.36/-. Much emphasis has been laid down on the noting by the Branch Manager, Pathankot on the letter of the delinquent Ex. M-5 which says that he talked to Sh. NL Sharma at MI Road, Jaipur and after consulting him he had assured that the cheque will be honoured. It is signed by the Branch Manager, Pathankot on 10-6-99. It is on this ground that the workman has strongly contended that this charge was framed against

him on the manipulation by NL Sharma. But evidently the workman had purchased a withdrawal form worth Rs. 5000 on 10-6-99 from the Pathankot branch and in his letter he had made a declaration that the withdrawal form on presentation shall be paid and that he is having sufficient balance in his savings account no. 90130 at MI Road Branch, Jaipur as on the said date. In view of this declaration, the delinquent cannot draw any comfort from the fact that NL Sharma, the Branch Manager, Jaipur had assured the Branch Manager, Pathankot that the cheque would be honoured since it was within the knowledge of the delinquent himself on 10-6-99 when he purchased the withdrawal that he had not sufficient amount in his account at Jaipur branch. Therefore, the conclusion drawn by the Enquiry Officer that the allegation has been established with the assistance of the documentary as well as the oral evidence is correct and is not required to be interfered.

Objection No. V

108. Lastly, in order to save the lost Battle, the delinquent has eradicated an argument placing it on the top of his written submissions that the chargesheet dated 3-3-2000 has been issued by Mrs. Lobo, Manager, IR (Personnel), Central Office, in the capacity of the disciplinary authority. Vide order dated 13-5-2000 Mrs. Z. Jahangirjee, Manager (IR), Personnel Department authorized Sh. R. Venkatramaiah, Manager (P) Nodal Regional Office, New Delhi to conduct disciplinary proceedings. The Id. representative further contends that as per the circular dated 28-5-81, how Mrs. Lobo and Mrs. Z. Jahangirjee assumed it that they are the disciplinary authorities and who had decided as to who would be the disciplinary authority. It is further contended that the disciplinary authority himself cannot appoint another officer as disciplinary authority by redelivering his power. The Id. representative has referred to the decision 1994 (2) LLJ :SC 1105 in support of his submission.

109. Per contra, the Id. representative for the bank submits that this point has been disposed of by this Court vide its order dated 30-8-2004 and hence, it cannot be reargued.

110. On 31-3-2006, workman's application along with the decision 2004 (107) FLR Allahabad 882 on the point was received through speed post in this Court, which is kept on the record. The ruling on the point says that the disciplinary authority cannot redelegate the powers to another officer.

111. Suffice it to state here that this issue was investigated thoroughly by this Court vide its order dated 30-4-2004 as point no. 1 commencing from para 6 to para 33 (page 3 to 14) and at para 20, a question was posed before the Court whether one disciplinary authority can appoint another disciplinary authority as agitated on behalf of the workman. In the next para, it was decided that Sh. R. Venkatramaiah was duly appointed as disciplinary authority. It was an entrustment of a disciplinary matter to a competent disciplinary authority for initiation of the disciplinary proceedings and this issue was answered in the negative against the delinquent. The Id. representative for the workman fails to reason as to how and under which circumstances, this issue, which was finally disposed of by

this Court after hearing both the parties, can be reagitated now by him, which in my considered and humble opinion cannot be now entertained. This contention, therefore, having the flavour of the preliminary issue, agitated by the workman and decided earlier by this Court, can now be declined by this Court to revisit it at this stage. This contention, therefore, stands disposed of in this manner.

112. That takes me to determination of quantum of punishment.

113. The workman has submitted that in his long service he has been for the first time punished, that no misconduct has been found to be proved under Clause 19.5(J) of the BPS and the impugned punishment is disproportionate and harsh which deserves to be set aside. No misconduct alleged against the workman relates to theft, misappropriation, embezzlement and denting of banking business. Therefore, the impugned punishment order deserves to be set aside.

114. Responding to the contention, the non-applicants have supported the impugned punishment order and have contended that the right to interfere under Section 11-A of the Act of the Court is limited.

115. The workman support of his submission has submitted the following decisions: 2003 (97) FLR SC 556; 1989 SCC L&S 180; 2003 (4) LLN Raj. 804; 2003 SCC (L&S) 1198; 2000 (11) LLJ Madras 1216; 2001 (3) SCT P&H 156; 2000 (3) WLC Raj. 529; 2001 (4) SCT P&H 886; 1996 (72) FLR SC 433; 2000 SCC L&S 830 and 2005 (1) LLJ Raj. 467 and also the decision in the matter between Shankar Narayan C. and Management of Sh. Ganpati Mills Ltd., Shankar Nagar & Anr. He also referred the another decision in the matter between Ved Prakash Gupta and M/s Delton Cable India (P) Ltd.

116. On the other hand, on behalf of the bank a catena of the decisions has been referred to. A few of them are referred below.

117. The question which now emerges is whether the punishment imposed by the employer is commensurate with the gravity of his misconducts or the punishment of termination is disproportionately heavy in relation to the misconduct.

118. In 2005 (1) LLJ SC 730, referred to on behalf of the bank, the Hon'ble Apex Court has observed that the interference by the Tribunal in the punishment order on the ground of being disproportionate has to be for reasons recorded. In this case, the interference by the Tribunal in awarding the punishment was held unsustainable. Similar views have been expressed in 1998 (1) LLJ 431 and (2003) 3 SCC 309.

119. The disciplinary authority vide its order dated 25.5.2001 has imposed the punishment of dismissal from the service for the gross misconduct doing acts prejudicial to the interest of the bank under Clause 19.5(J) of the BPS.

120. I have given my anxious thought to the rival contentions advanced on this behalf and on a close scrutiny of the evidence gathered on the record and looking to the proven misconducts against the workman, I am of the considered view that such acts must attract serious and grave punishment. Such misconducts have impact on the industry

which have affected the prestige and discipline of the organisation. It undermines the prestige of the employer as well as undermines the discipline of the organisation. Additionally, there was no material placed by the employee on the record to show as to how he has been prejudiced. I have no hesitation in coming to the conclusion that this is a fit case where the deterrent punishment is befitting in which manner the workman has committed the misconducts proved against him. The delinquent is well-deserved for the impugned punishment and warrants no leniency. The impugned punishment imposed upon the workman is in consonance with the nature of the gross misconducts committed by him and it warrants no interference. The decisions relied upon by the workman do not bear resemblance with the present controversy and are of no avail to him.

121. Before parting with this marathon case, its checkered history cannot be failed to be noticed and to see how the workman has waged the fierce legal battle. Both the parties, especially on behalf of the workman, the lengthy arguments were advanced even on the preliminary issue of fairness of domestic enquiry and while disposing of it, this Court had to pass a lengthy order in as many as 50 pages. Thereafter, the case was fixed for hearing on the merits of the dispute, but on 8-9-2004 on behalf of the workman three applications, viz., the application to recall the order dated 30-8-2004 on the issue of fairness of enquiry, an application to allow the workman to lead the evidence and the third application to decide the question first as to which allegation is covered by which misconduct under Clause 19.5(J) of the BPS, were simultaneously moved. A lot of Court time was consumed on contending these applications between 4-10-2004 to 10-1-2005, on which date they were decided against the workman. Subsequent to it, the case was fixed for final hearing on the merits of the dispute which was argued on various dates from 30-3-2005 till 6.6.2005, on which date the Id. representative for the workman while responding in the rejoinder raised a new point before the Court and the Id. representative for the non-applicants sought the time to respond that. The case was then fixed on 1-7-2005 and 19-7-2005 for replying new query. But on 19-7-2005, the Id. representative for the workman expressed that the workman wants to submit the written submissions. From 2-8-2005 till 27-1-2006 the file was pending for submission of written briefs on behalf of both the parties.

122. On facts, it is a matter of serious concern that the employee has been making repeated attempts in frustrating the adjudication of the dispute and was using the stalling tactics to delay the dispute which runs against the tenet of the natural justice which says that nobody can be a judge in his own case.

123. In consequence, this reference is answered in the negative against the workman and in favour of the management of the non-applicant bank and it is held that the dismissal order dated 25-5-2001 passed against the workman is legal and justified. The claim of the workman is dismissed. An award is passed in these terms accordingly.

124. Let a copy, of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 9 मई, 2006

का. आ. 2095. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बाल्मेर लारी एंड कम्पनी लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ संख्या 39/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2006 को प्राप्त हुआ था।

[सं. एल-30011/98/2001-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 9th May, 2006

S.O. 2095. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/2002) of the Central Government Industrial Tribunal-cum-Labour Court-II, Mumbai, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Balmer Lawrie and Co. Ltd., and their workman, which was received by the Central Government on 9-05-2006.

[No. L-30011/98/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI
PRESENT:**

A. A. LAD, Presiding Officer**REFERENCE (IDA) NO. 39 OF 2002**

**EMPLOYERS IN RELATION TO THE
MANAGEMENT OF M/S. BALMER LAWRIE & CO.
LTD.**

General Manager and President,
M/s. Balmer Lawrie & Co. Ltd.,
Mumbai.

AND**THEIR WORKMEN**

Nizamuddin Abdulaziz Khan
Represented by
Balmer Lawrie Employees Union.

APPEARANCE:

For the Employer : Mr. C. V. Pavaskar,
S. V. Mokashi, P. V. Pavaskar
Advocates

For the Workmen : Represented by Balmer Lawrie
Employees Union

Mumbai, dated 4th April, 2006

AWARD

Reference was made by the Under Secretary, Government of India, Ministry of Labour, Mantralaya, under Clause (d) of Sub-section (1) and Sub-section (A) of Section 10 of the Industrial Disputes Act regarding Second Party Workman Shri Nizamuddin Abdulaziz Khan, Driver of the First Party about action taken against him which was challenged.

2. It is the contention of the Second Party Workman in the Statement of Claims which is filed at Exhibit 6 that, the Second Party Workman is employee of the First Party which has its registered office at Calcutta and factory at 149, Jackeria Bunder Road, Sewree, Mumbai. The company has various activities and number of factories and establishments all over the country. The financial position of the Company is sound and is one of the pioneer units in its line of products and the activities of the Company are diversified into various other fields over a period of time and have a long standing reputation in the said field. It has number of staff members like Second Party Workman. The Second Party Workman joined in April, 1983 in Mumbai Office. He was charge sheeted on 9th February, 1998. His service record was clean and spotless during his employment with the First Party. He was charge sheeted due to vengeance of certain officials and was involved in enquiry levelling charges of misconduct. It is his case that, charges were not proved and farce was made by the First Party in holding enquiry and to suit their purpose to dismiss him. Then he was terminated which is challenged by the Union requesting to reinstate the Second Party Workman with benefits of back wages and continuity in service.

3. The said claim was challenged by the First Party by filing Written Statement at Exhibit "10" stating that the charges were proved against the Second Party Workman are genuine and correct one. Enquiry was conducted. Sufficient opportunity was given to the Second Party Workman and to his representative. After obtaining findings from the Enquiry Committee, decision was taken to terminate his employment and as such he is not entitled for the relief prayed in the Statement of Claim.

4. In view of these pleadings my learned predecessor have framed issues at Exhibit 11.

5. During the pendency of the proceedings Second Party pray for dispose of the reference filing Exhibit 18.

6. Accordingly pursis is filed by the Second Party at Exhibit 18 and after verifying its contents and with the respective Advocate/Representative who are in Court I dispose of the Reference in terms of Exhibit "18" by passing the following order :

ORDER

Reference disposed off in terms of Exhibit "18".
At Mumbai A. A. LAD, Presiding Officer
Dated this 4th April, 2006

EXHIBIT "18" BEFORE THE HON'BLE CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL
AT MUMBAI

REFERENCE IDA NO. 39/2002

Balmer Lawrie Company Ltd.

and

Nizamuddin

May it Please this Hon'ble Tribunal

In view of the submission of the First Party conveys and the judgement of Hon'ble Supreme Court, in the case of Steel Authority of India, the Hon'ble Tribunal be pleased to hold that the Central Government is not the appropriate Government for First Party Company and Looking at the fact that the Matter is too old, be pleased to sent the rewards and proceedings of this matter for sending the same to State Government of Maharashtra being the appropriate Government in this matter for early disposal thereof.

Hence, prayed and submitted accordingly in the interesting justice, fair play and equity.

Mumbai
Dt. 03-04-2006

Second Party
Sd/-
Illegible

नई दिल्ली, 9 मई, 2006

का. आ. 2096. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत गोल्ड माईन्स लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, बंगलौर के पंचाट (संदर्भ संख्या 13/94 एंड 14/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09/05/2006 को प्राप्त हुआ था।

[सं. एल-43012/4/1993-आईआर (विविध);

एल-43012/5/1993-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 9th May, 2006

S.O. 2096. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/94 and 14/94) of the Central Government Industrial Tribunal-cum- Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B. G. M. L. and their workman, which was received by the Central Government on 09-05-2006.

[No. L-43012/4/1993-IR(M);

L-43012/5/1993-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
"SHRAMSADAN"

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,

YESHWANTHPUR,

BANGALORE-560022

DATED 12TH APRIL, 2006

PRESENT:

Shri A. R. Siddiqui, Presiding Officer

C. R. Nos. 13/94 & 14/94

I Party

The Secretary,

Bharat Gold Mines Employees

Union, (CITU) KGF

II Party

The Managing Director,

Bharat Gold Mines Ltd.

KGF-563120

COMMON AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order Nos. L-43012/4/93/IR (Misc) & L-43012/5/93/IR (Misc) dated 3rd February, 1994 for adjudication on the following schedule:—

SCHEDULE (CR NO. 13/94)

"Whether the action taken by the Bharat Gold Mines Ltd. in terminating the services of Shri Paulraj is justified? If not, to what relief Shri Paulraj is entitled to and from which date?"

SCHEDULE (CR NO. 14/94)

"Is the management of BGML justified by dismissing the services of Shri Muniswamy, underground general labourer of Chigargunta project? If not, to what relief the workman is entitled to and from which date?"

2. In supersession of earlier show cause memo dated 22-1-1992, a fresh show cause memo dated 26-2-1992 at Ex. M1 was issued to the above said workman, Shri Paulraj as under:—

"It is reported by Watch and Ward Personnel that, on 11-1-1992 around 10.30 pm when the Crime Section Teams consisting of S/Shri Shivalingam, GD Watchman No. 130, Krishnalal SD Watchman No. 362, Udruram, SD watchman No. 305, Bhurisingh SD Watchman No. 358 and Anantaram, SD Watchman No. 454 lead by Shri Doraiswamy GD Havildar No. 3 searched the BGML bus in which you and other workers of Chigargunta Project were returning to KGF, While searching Shri Doraiswamy GD Havildar

saw you throwing a handkerchief bundle outside through the window and apprehended you. Shri Sivalingam SD Watchman who was outside the window recovered the bundle which weighed about 300 gms. When the bundle was opened in front of you it was found to be a mixture of GBQ pieces and powder. Thus you have fraudulently indulged in the act of gold stealing for personal gain and acted dishonestly in connection with the Employer's business and property. Please note that the previous show cause notice dated 22-1-1992 stands cancelled since some of the facts were not noted properly due to typographical and clerical error."

3. Similarly, a chargesheet dated 26-2-1992 at Ex. M2 was issued to the workman, Shri Muniswamy in supersession of chargesheet dated 22-1-1992.

"It is reported by Watch and Ward Personnel that, on 11-1-1992 around 10.30 PM when the Crime Section Teams consisting of S/Shri Shivalingam, GD Watchman No. 130, Krishnanlal SD Watchman No. 362, Udruram, SD watchman No. 305, Bhurisingh SD Watchman No. 358 and Anantaram, SD Watchman No. 454 lead by Shri Doraiswamy GD Havildar No. 3 searched the BGML bus in which you and other workers of Chigargunta Project were returning to KGF, while searching Shri Doraiswamy GD Havildar No. 3 saw you taking out a bundle from your basket and immediately he caught you red handed and seized the property and the property was weighing about 250 gms. When the bundle was opened in front of you it was found to be mixture of GBQ pieces and powder. Thus you have indulged in the act of gold stealing for personal gain and acted dishonestly in connection with the employer's property and business.

Please note that the previous show cause notice dated 22nd January, 1992 stands cancelled due to certain typographical and clerical error in its content."

4. Both the workmen submitted their explanation in response to the above said Show cause notices denying the charges of misconduct leveled against them and disciplinary authority not being satisfied with their explanations ordered DE against both of them to be conducted by one and the same Enquiry Officer namely Shri Manoharam and the Presenting Officer Shri Ramachandraiah. The Enquiry Officer as could be seen from the enquiry proceedings, with the consent of the parties held joint enquiry participated by the first party workmen with the help of defence representative and after conclusion of the enquiry proceedings submitted separate enquiry findings holding each of the workman guilty of the charges of misconduct leveled against them.

They were furnished with the enquiry findings and submitted their explanation challenging the enquiry findings on various ground but the Disciplinary Authority not being satisfied with those explanations, proposed punishment of termination to the workman, Paul Raj and proposed punishment of dismissal against the workman Shri Muniswamy and after having afforded them opportunity of personal hearing confirmed those punishments. It is aggrieved by these punishment orders, both the workmen raised separate industrial dispute before the conciliation officer and they having failed, the present references have been made to this tribunal.

5. Both the cases were registered on the file of this tribunal separately and in both the cases, the first party workmen have filed their respective Claim Statements, inviting separate Counter Statements by the management. Keeping in view the question of law and facts involved in both the cases being common, they were taken up together for disposal for common finding and the award.

6. Both the workmen have challenged the enquiry proceedings, the findings of the enquiry officer and consequent order of punishments. Based on the respective contentions of the parties having regard to the fairness and validity or otherwise of the enquiry proceedings, this tribunal took up the above said question as a preliminary issue calling upon the parties to lead evidence at their command. After appreciating the evidence of the enquiry officer and the contra evidence placed by the workmen, my learned Predecessor recorded a finding holding that the DE held against the first party workman was in accordance with law, standing orders and principles of natural justice. Thereafter learned counsels for the respective parties were heard and my learned Predecessor by his common award dated 14-9-1999 allowed both the references setting aside the orders of punishments passed against the first party workmen with a direction to the management to reinstate these workmen to the post they held before their dismissal and would pay 25% of the back wages to the workmen.

7. It is aggrieved by this order of this tribunal, the management approached the High Court in Writ Petition No. 41607/99 challenging the said award and his Lordship of our Hon'ble High Court vide order dated 5-7-2005 after having set aside the award without disturbing the finding of this tribunal on the question of validity of DE remitted the matter back to this tribunal to decide the case on merits and in accordance with law within six months from the date of receipt of the copy of the said award. This tribunal received the copy of the award on 5-10-2005 and issued notices to both the parties attendable by 25-10-05. On 19-1-2006 when the parties failed to appear before this tribunal once again fresh notices were ordered against both the parties by registered post acknowledgement due. On 16-2-2006 both the parties were reported to be

served under the register post and this court received back AD slips signed by them in response to the said notices. However, both the workmen when called out remained absent. On 16-3-2006 when the case was taken up once again, the first party workmen again remained absent and Shri TRR undertook to file Vakalat for the management. Thereafter case was taken up for hearing on 22-3-2006, 27-3-2006, 31-3-2006 and 3-4-2006 for the appearance of the first party workmen as well as filing of the Vakalat on behalf of the first party workmen. However, the first party workmen remained absent throughout, and there being no reason for the court to adjourn the matter any more, arguments of both the parties were taken as head and the case is posted this day for award.

8. On 4-4-2006, learned counsel Shri TRR who is already on record by filing the Vakalat earlier to the remand has filed his written arguments to be considered in this case. Learned counsel for the management in his written arguments while repeating the facts of the case argued that the enquiry officer after having taken into consideration the oral and documentary evidence brought on record has rightly come to the conclusion that the workmen were guilty of the charges of misconduct leveled against them. He also contended that the evidence produced on behalf of the workmen was rightly rejected by the enquiry officer on the ground that those defence witnesses evidence was inconsistent and unbelievable. He submitted that almost all the prosecution witnesses have spoken to the incident of workmen being caught red handed along with the bundle of property; mahazar drawn and the resultant reports made by the Chief Security Officer in that regard. He also invited the attention of this tribunal particularly, the statements of prosecution witnesses, Doraiswamy, Hawaldar, Bakshiram, Shivalingam, Meganthan and others who were present at the spot as eye witnesses to the incident. Therefore, learned counsel submitted that findings of the enquiry did not suffer from any perversity and they being supported by sufficient and material evidence need not be interfered at the hands of this tribunal and in the result punishment awarded against the workmen are to be upheld.

9. As noted above, the first party workmen despite due service of the notices, have remained absent before this court from 16-2-2006 till 3-4-2006 and therefore, there was no opportunity for this tribunal to hear them on the points of perversity of the findings. However, this tribunal feels it necessary and in the interest of justice despite the absence of first party workmen to go through the findings of the enquiry officer and to find out whether they suffered from any perversity and as to whether the evidence brought on record during the course of enquiry was legal and sufficient to prove the charges of misconduct leveled against the first party workmen deserving punishment orders.

10. Before I go to the oral and documentary evidence brought on record, it appears to me worthwhile to bring on record the reasonings of the enquiry officer found on pages 5 to 7 in the case of the workman, Shri Paulraj as under :—

“ On analysis of the deposition of both prosecution and defence and on persual of the material evidence produced before the enquiry, it is to be ascertained :—

- (1) Whether the GB powder/pieces belongs to the Employer.
- (2) Whether the defendant was caught redhanded with be possession of GBQ pieces.
- (3) Whether the defendant has fraudulently indulged in the act of gold stealing for personal gain and acted dishonesty in connection with the Employer's business and property.

(1) The employer M/s. Bharat Gold Mines limited is only company engaged in the extraction of gold and gold mining in this area. The defendant is a regular employee of the company. The high concentrate GBQ with 3170 gms. of gold/mt cannot be available anywhere except with the company engaged in gold production. The high concentrate gold shows beyond doubt that, it is processed and assorted material. The ownership of the property of the GBQ is not denied by the defendant. The defendant was returning from work spot to KGF immediately after his work. Hence, there is no doubt that the GBQ in question belongs to the employer.

(2) The prosecution has established clearly that all window shutters of the bus were closed and were not opened except the one by the side of which Shri Paulraj was sitting. January being one of the winter months in this area it is quite natural to close shut windows. It is further established that Shri Shivalingam could see the face of Shri Paulraj through the opened window by focusing torchlight and Shri Paulraj was sitting by the side of the window as it is stated by both the prosecution and defence witnesses. Further more Shri Shivalingam identified him as he was the person as soon as he alighted from the bus. One of the defence

witnesses also stated that Shri Shivalingam identified Shri Paulraj as soon as he got down from the bus.

The contention of the defendant that Shri Duraiswamy watch and ward carried the bundle is not established as his own defence witnesses has stated that the bundle was brought from outside by Shri Shivalingam who identified Shri Paulraj as soon as he got down from the bus. It is further established by the prosecution that Shri Paulraj was caught while throwing the bundle of GBQ pieces/powder through the window shutter, simultaneously the bundle was recovered by the watchman who was standing outside, who identified Shri Paulraj at the entrance of the bus as soon as he alighted. The defendant is a regular employee of the Company working in compressor as compressor attendant. The workers of Chigarigunta Project are being transported to Chigarigunta Project on every Monday from KGF to Chigarigunta Project and back during week ends. During this period they are all stationed at Chigarigunta Project itself. The contention of the defendant that he is a surface worker and does not have the access the Gold production point phase itself is not sufficient enough to absolve him of the charges. It is true that he is not engaged directly on the production phase. However, one cannot act as carrier as he is engaged on the surface of the Mine. Because of the fact that the GBQ pieces recovered from him, there is no doubt that, he indulged in the act of stealing of Gold and acted dishonestly in connection with Employer's business and property.

The defendant has not established his innocence even though adequate chances and opportunities were given to him. There are lot of inconsistency in the statement of defence witnesses. Shri Anbazhagan says that Shri Paulraj was caught by the watchman who came from outside and identified whereas Sri Xavier says that Shri Paulraj was caught by the watchman who came inside the bus. His only contention that he is a surface worker and does not

have any direct access to the production phase, is not sufficient enough to discharge his from the charges. Even though he was travelling in the three seater he has not produced one of the seat mates as witnesses. The statement of Shri Jayavelu who was produced as defence witnesses and also a seat mate that, no body got into the bus whereas all other defence witnesses have stated that Shri Duraiswamy got into the bus. Shri Paulraj himself contents that he was caught by Shri Duraiswamy while coming out and shri Duraiswamy carried the bundle shows the inconsistency between the defendant and his own witnesses.

11. In the case of workman, Shri Muniswamy, reasoning of the enquiry officer found on page 5 to 7 as under :—

“While going through the deposition of both prosecution and defence and on perusal of the material evidence produced before the enquiry, it is to be ascertained that:

- (1) Whether the GB pieces/mixture alleged to have recovered from the defendant belongs to the employer.
- (2) Whether the defendant was caught redhanded with the possession of GBQ pieces.
- (3) Whether the defendant has fraudulently indulged in the act of gold stealing for personal gain and acted dishonestly in connection with the Employer's business and property.
- (4) The employer M/s. Bharat Gold Mines limited is the only company engaged in the extraction of gold and gold mining in this area. The defendant is a regular employee of the company, the high concentration GBQ with 5280 gms./mt cannot be available anywhere except with the company engaged in Gold production. The high concentrate GBQ shows beyond doubt that, it is processed and assorted material. The ownership of the property of the GBQ is not denied by the defendant. The defendant was returning from work spot immediately after his work. Hence, it is doubt that the GBQ in question belongs to the employer.

The Prosecution has established clearly that Shri Duraiswamy Havildar Watch and

Ward alone was sent inside the bus. Whereas, the defence witnesses are not unanimous about this: Shri Kannan defence witness has deposed that Shri Duraiswamy only got into the bus, Shri Yesupa also a defence witness deposed that one watch and ward person has got into the bus others have not stated the number, but stated as watch and ward person. The defendant has stated that Shri Duraiswamy brought handkerchief and placed it on his bag and took him forcibly, whereas all the defence witnesses have stated that Shri Duraiswamy was holding a kerchief in his hand when they saw him standing near Shri Muniswamy, but they have not stated about Shri Duraiswamy putting it in the bag of Shri Muniswamy or about the content of the kerchief. The deposition of Vijayarangam, who was seated three seats behind the defendant on the two seater who was sleeping, when bus was stopped is not convincing. When all the workers were asked to get down for search. Muniswamy who was seated just at the entrance could have got down before all the defence witnesses could get down. There is lot of inconsistency in the deposition of defence witnesses. Shri Kannan defence witness has stated that they were asked to get down only after deducting the case of Muniswamy. Whereas Shri Vijayarangam stated that they were asked to get down immediately as soon as the watch and ward got into the bus. The defendant has failed to establish his innocence even though adequate opportunities were given to him. It was stated that Shri Muniswamy was sitting on the three seater but he has produced only one of the seat mate as witness. It is also not known what prevented him from producing the both. It is not argued as to why Shri Muniswamy alone was caught in the entire bus.

The defendant is a regular employee of the company working in underground. The high concentrated GBQ of 5,280 gms/mt shows that the material was processed and assorted with the intention of stealing. The defendant has not mentioned about the presence of GBQ in the handkerchief and also the formalities and the procedures followed at watch and ward and assay offices. The silence in his statement regarding this, ought to have proceeded with protest when he was

taken to watch and ward, Assay office and to Police station, which he has not done. But on the other hand the prosecution have established clearly that the defendant was caught redhanded while trying to remove the bundle from his bag and place it on the floor of the bus. As the defendant was sitting just opposite to the entrance, he ought to have got down frisks for giving search which he did not do.

12. The aforesaid reasonings given by the Enquiry Officer in holding the first party workmen guilty of the charges of alleged theft are very much backed by the oral testimony of as many as nine witnesses examined in each case supported by documents namely the report of the alleged incident to the Chief Security Supervisor, Shri Meganathan, Mahazor conducted about the seizure of the property at Watch and Ward Office and the examination of the theft property by the Chemist, Shri Somappa. From the perusal of the oral evidence of the witnesses examined by the management who were the crime section team members and in whose presence both the buses in which the first party workmen were traveling were searched and whose evidence has been discussed and taken into consideration by the Enquiry Officer in support of the reasonings and the findings given by him, it can never be said that there was no sufficient and legal evidence pressed into service by the management in establishing the charges of misconduct leveled against the first party workmen. The fact that on 11.1.1992 at about 10.30 PM the management witnesses forming the Crime Section team intercepted the above said two buses at the above said places and thereupon a search was conducted of the passengers traveling in those buses has been spoken to by all the witnesses examined for the management and this fact has also been substantiated in the very defence evidence adduced on behalf of the first party workmen during the course of enquiry. As per the story of the prosecution, the first party workman by name Shri Paulraj along with other passengers was found traveling in the bus which was intercepted and searched followed by the search of second bus in which the first party workman, Shri Muniswamy was traveling along with other passengers.

13. As far as the case against the said Paulraj workman is concerned is that when GD Havaladar Doraiswamy who was in the bus taking search of the passengers found workman, Paulraj throwing out side a bundle through the window and he apprehended him, it is said that GD Watchman, Shivalinga who was outside the bus saw said Paulraj throwing out a bundle while sitting in the bus and when Paulraj was brought outside of the bus by Havaladar Doraiswamy then Shivalinga identified Paulraj as the person who had thrown the said bundle outside the bus

through the window and thereupon he was taken to the Watch and Ward Jeep which was parked in front of the said bus.

14. As far as the workman, Shri Muniswamy is concerned it is the case of the management that when Havaladar Doraiswamy entered into the bus along with others to take search of the passengers, he saw Muniswamy taking out a bundle from his basket and immediately caught him red handed and thereafter the property which was kept in the bundle was seized, mahazar was conducted, which was subjected to chemical examination and thereafter, part of the theft property along with the first party workmen were handed over to the Police concerned for the examination in the matter. During the course of enquiry said Doraiswamy and Shivalingam along with others have been examined and in no uncertain terms have spoken to the fact that the first party workman, Shri Paulraj was found throwing a bundle outside the bus being witnessed by the said Doraiswamy as well as Shivalingam. When Paulraj was brought outside of the bus by Doraiswamy he was also identified by the said Shivalingam and both these witnesses have testified to the abovesaid fact. The rest of the witnesses also have spoken to the fact of apprehension of both the first party workmen by Doraiswamy and they have also spoken to the fact that Doraiswamy and Shivalingam have claimed to have seen Paulraj throwing out the bundle outside the bus being apprehended by Doraiswamy and Shivalingam.

15. As against Muniswamy, the first party workman, again, the main witness, Doraiswamy in no uncertain words has given his statement before the enquiry officer that during the course of search of the bus he saw Muniswamy taking out a bundle from his basket and immediately he caught hold of him along with the said bundle. The fact that these two workmen were apprehended along with the theft property in fact has not been disputed even by the witnesses examined on behalf of the first party workmen. The evidence of defence witnesses is a negative evidence not disputing the abovesaid incident or the fact of apprehension of the first party workmen by the Watch and Ward Personnel Crime Section, in fact, the witnesses examined by both the first party workmen have supported the prosecution case up till the point of apprehension of the first party workmen and the first party workmen being handed over to the Police along with the theft property.

None of them have made any positive statement that they have not seen the first party workmen being apprehended by Havaladar Doraiswamy. The witnesses examined on behalf of the first party workman, Paulraj, have never stated that they have not seen Paulraj throwing out a bundle outside the bus when search was being conducted. The witnesses examined on behalf of the workman, Muniswamy have never disputed the fact of apprehension of Muniswamy by Havaladar Doraiswamy when search was going on in the bus.

In fact, from the perusal of the statements made by the defense witnesses examined on behalf of Mr. Doraiswamy will read to the effect that Doraiswamy had apprehended Muniswamy while taking out a bundle outside his basket and Muniswamy was pleading that the bundle did not belong to him. Both Paulraj and Muniswamy have also given their statements before the enquiry officer denying the charges of theft levelled against them but they have never attributed any motive as to why out of all the passengers they are only singled out and have been implicated with the charges of theft of the property belonging to the management. Workman, Shri Paulraj in his statement except to say that when he got down from the bus, immediately Security Watchman caught hold of him and took him to the jeep and his signature was obtained on some paper. He did not attribute any motive as to why Doraiswamy caught hold of him along with the charge of the theft. In fact the above statement of Paulraj would lend support to the case of the management that he was apprehended by Doraiswamy. Muniswamy on the other hand in his statement before the enquiry officer has gone one step further in saying that it is Doraiswamy himself who had brought some bundle and put the same in his basket which statement of Muniswamy is liable to be discarded on its face itself as he also did not attribute any motive to Doraiswamy in concocting false charge of the theft against him. Nobody can believe that Doraiswamy for no good reasons would have gone to the extent of putting the bundle of the theft property in the basket of Muniswamy and then to have claimed that he apprehended Muniswamy along with the theft property.

16. Therefore, appreciating the evidence brought on record on behalf of the management as well as on behalf of the first party workmen learned enquiry officer, in my, opinion has been rightly came to the conclusion that charges of theft levelled against the first party workmen have been proved and that the first party workmen have failed to establish their innocence. The enquiry officer also has rightly commented that the evidence of defense witnesses suffered from inconsistency and in coming to the said conclusion he has also given the reasonings as found on page 7 of the findings of the enquiry officer. Therefore, the evidence pressed into service by the management in establishing the charges of misconduct levelled. Against the first party workmen in my opinion was legal and sufficient and the charges of misconduct levelled against them therefore, have been established and proved beyond any doubt. The reasonings given by the enquiry officer are very much valid and cogent supported by legal and sufficient evidence. It is in this view of the matter, learned counsel for the management was justified in his arguments to say that charges of misconduct against the first party workmen have been

proved in the light of the evidence brought on record during the course of enquiry. He was also right in submitting that defence evidence was rightly rejected by the enquiry officer not only on the ground that it suffered from inconsistency but also for the reason that it was an evidence in negative sense not disputing the fact of either the incident or the fact of apprehension of the first party workmen by the aforesaid two witnesses namely, Shri Doraiswamy and Shivalingam in the case of the first party workman, Shri Paulraj and in the statement of Doraiswamy in the case against the workman, Shri Muniswamy. Therefore, in my opinion findings of the enquiry officer do not suffer from any perversity. That apart, as noted above, the first party workmen for the reasons best known to them have remained absent before this tribunal after the case was remanded to this tribunal by the Hon'ble High Court for fresh disposal on merits of the case. It was incumbent on the part of the first party workmen to have canvassed the weak points and to highlight the legal and factual defects according to them found with the enquiry findings so as to term those findings as perverse and arbitrary. From the conduct of the first party workmen in not appearing before this tribunal despite due service of the notice by registered post and in not convincing this tribunal as to how the findings suffered from perversity the only inference to be drawn would be that they are not aggrieved by the findings of the enquiry officer. Therefore, my conclusion would be that findings do not suffer from perversity and the charges of misconduct have proved against the first party workmen beyond any doubt.

17. Now coming to the question of quantum of punishment, punishment given to the workman, Shri Paulraj is by way of terminating his services and whereas, the workman, Muniswamy has been dismissed from service. Keeping in view the long tenure of service rendered by these workmen to the management that too having a good service records not inviting of any charges of misconduct much less the nature of misconduct on hand, the fact undisputed that the criminal prosecution taken against them has been ended, they being discharged by the competent authority, so also, keeping in view the facts and circumstances of the case, it appears to me that ends of justice will be met if the aforesaid punishments awarded against the first party workmen are converted into their compulsory retirement from service. Accordingly references are answered and following award is passed.

AWARD

Punishment of termination and dismissal passed against the first party workmen, Shri Paulraj and Muniswamy respectively are hereby replaced by the punishment of Compulsory Retirement from service with effect from the date of the aforesaid punishment orders passed by the management. Copy of the award be kept in CR No. 14/94. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 12th April 2006),

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 9 मई, 2006

का. आ. 2097. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बिहार राज्य, खनिज विकास विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण-II, धनबाद के पंचाट (संदर्भ संख्या 32/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09-05-2006 को प्राप्त हुआ था।

[सं एल-29012/100/94-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 9th May, 2006

S.O. 2097. — In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 32/1995) of the Central Government Industrial Tribunal-cum-Labour Court-II Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bihar State Mineral Development Corporation and their workman, which was received by the Central Government on 09-05-2006.

[No. L-29012/100/94-IR(MISC)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO.2) AT DHANBAD.

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947.

REFERENCE NO. 32 OF 1995

PARTIES: Employment in relation to the management of M/s Bihar State Mineral Development Corporation, P.O. Jhumritelaiya, Distt: Kodarma and their workmen.

APPEARANCES:

On behalf of the workman : Mr. D. Mukherjee and
Mr. K. Chakraborty, Ld.
Advocates

On behalf of the employer: Mr. H. Nath, Ld.
Advocates:

State : Jharkhand Industry : Minerals

Dated the 17th April, 2006

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No.L-29012/100/94.I.R.(M1sc) dated 20.3.1995.

SCHEDULE

“Whether the action of the management at M/s Bihar State Mineral Development Corporation P. O. Jhumari Tilaiya, Distt. Koderma in terminating the services of Sri Ashok Kumar Singh is justified? If not, to what relief the workman is entitled?”

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follows:

The sponsoring union submitted that the management appointed the concerned workman as daily rated skilled worker for the Project Office, Jhumari Tilaiya of Saphi Mica Mines vide Letter No.635 dt. 7.2.1990. They submitted that the concerned workman was a graduate and management utilised his service as Accounts Clerk from 12.2.1990 to 30.6.1993 i.e. more than three years. They submitted that during this period he put his attendance as clerk for more than 240 days in a year continuously. They alleged that management without assigning any reason terminated his service in spite of rendering continuous service for three years illegally arbitrarily and violating the principle of natural justice. They alleged that the management neither issued him any notice nor paid any retrenchment compensation before terminating his service.

Accordingly, they raised an Industrial Dispute before ALC(C) for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The Sponsoring union accordingly, submitted prayer to pass award directing the management to reinstate the concerned workman to his service with full back wages and other consequential relief.

3. Management on the contrary after filing written statement cum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman. They submitted that the concerned workman as a daily rated worker was appointed by the General Manager vide office order dt. 7-2-1990 for a period of six months. His service was extended for a further period of six months and again extended for another period of six months. After appointment he was deployed in the Administrative office of the Management at Jhumari Tilaiya to perform clerical job. They submitted that time to time his service was extended and final extension was given for a period of two months vide office order dt. 25-9-1991 wherein it was clearly mentioned that after expiry of the

said period his service will automatically come to an end. However, on his further prayer his service again was extended time to time and finally by office order his service was extended for a period of six months w.e.f. 30-6-1993.

They submitted that the concerned workman was in the service of the management from 12-2-1990 to 11-5-91 and then from 25-9-1991 to 30-6-1993. However, he was not in service of the management during the period from 12-5-1991 to 24-9-1991.

It has been disclosed by them that the concerned workman was a daily rated worker appointed for temporary periods as per requirement and he never worked against permanent post and accordingly action taken by them for his termination of service was justified and for which he is not entitled to get any relief.

4. POINTS TO BE DECIDED

“Whether the action of the management of M/s. Bihar State Mineral Development Corporation P.O. Jhumari Tilaiya, Distt. Koderma in terminating the services of Sri Ashok Kumar Singh is justified? If not, to what relief the workman is entitled?”

5. FINDING WITH REASONS

It transpires from the record that management in support of their claim examined two witnesses as M.W. 1 and M.W. 2 while the sponsoring union with a view to substantiate their claim examined the concerned workman as W.W. I.

M.W. I during his cross-examination admitted that the concerned workman was appointed on 12-2-1990 in the Accounts Section of their office. He disclosed that as there was need of a clerk in the office appointment was given to the concerned workman by the management. This witness further admitted that during his tenure for some years he continuously worked for more than 270 days and ultimately by office order dt. 30-6-1993 management terminated his service. He admitted that before his termination neither any notice was issued to him nor any retrenchment compensation was paid to him.

M.W. 2 during his evidence however, placed a different story which finds no bearing with the averment of M.W. 1. This witness disclosed that in the month of February, 1990 the concerned workman was engaged at Saphi Mica Mines Project Office as daily rated casual worker for a period of six months. However, from time to time the service of the concerned workman was extended according to requirement giving due break during the intervening period.

This witness though disclosed that the concerned workman was engaged as casual worker at Saphi Mica Mines Project Office did not disclose which job he was entrusted to perform.

In para 3 of the written statement submitted by management it has been disclosed specifically that initially the concerned workman was engaged to perform clerical job in the Administrative Office of the management at Jhumari Tilaiya and thereafter *vide* office order dt. 30-11-1990 he was transferred from Koderma Mica Unit to Saphi Mica Mines, Jhumari Tilaiya and worked there till his service was terminated W.W. I, i.e., the concerned workman during his evidence disclosed that he was appointed as Accounts Clerk by the management 12-2-1990 at Saphi Mica Mines Office and worked there continuously upto 30-6-1993 and during this period he put his attendance for more than 240 days in a year. He submitted that he rendered his service continuously during this period.

It is admitted fact that after rendering continuous service for more than three years management terminated him without giving any notice. It is the claim of the management that initially appointment was given to him for a period of six months and thereafter on his prayer time to time his service was extended.

It is not the case of the management that the concerned workman was appointed to perform any particular job in connection with a Project for a limited period. It has been disclosed in the written statement submitted by the management that he was appointed for temporary period as per requirement. M.W. I on the contrary during his cross-examination admitted that as there was need of a clerk appointment was given to the concerned workman. He further disclosed that in the Accounts Section the job of a clerk is regularly needed. This averment therefore has been exposed clearly that as there was need of a clerk in the Accounts Section management appointed him and he discharged his duties as such continuously for more than three years and put his attendance for more than 240 days in a year. It therefore speaks that the job which he performed was not absolutely temporary in nature and also not for any specific period.

In the decision reported in 1976 LLJ (S.C.) 478 There Lordships of the Hon'ble Apex Court observed that if the workman swims into the harbour of Sec. 25F he cannot be retrenched without payment at the time of retrenchment compensation as prescribed therein read with Sec. 25B(2).

Sec. 2(oo) has clearly defined which is "retrenchment". Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include the ground as laid down in sub-section 2(oo) (a) (b) (bb) (c) of the Industrial Dispute Act.

Sec. 25F has pointed out conditions precedent to retrenchment of workman in relation to Section 25B of the Industrial Dispute Act. Sec. 25-B has clearly pointed out.

"For the purposes of this (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or as strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer :—

- (a) for a period one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than,—
 - (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and
 - (ii) two hundred and forty days, in any other case."

It transpires that the concerned workman after getting his employment worked under the management continuously for more than three years and it has been admitted by the management that during this period he put his attendance for more than 240 days in each year. Accordingly in the instant case provision as laid down under Section 25F is very much attracted. It is seen that the management without issuing any notice or without payment of any retrenchment compensation stopped him from his service. Such act of the management in the eye of law appears to be illegal arbitrary and violation to the principle of natural justice.

In the result the following award is rendered :

"That the action of the management of M/s. Bihar State Mineral Development Corporation, P.O. Jhumari Tilaiya, Distt. : Koderma in terminating the services of Sri Ashok Kumar Singh is not justified.

Management accordingly is directed to reinstate the concerned workman named above to his service within three months from the date of publication of the award in the Gazette of India."

B. BISWAS, Presiding Officer

नई दिल्ली, 9 मई, 2006

का. आ. 2098—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन आयल ब्लेंडिंग लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ संख्या 45/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2006 को प्राप्त हुआ था।

[सं. एल-31011/22/2001-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 9th May, 2006

S.O. 2098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/2002) of the Central Government Industrial Tribunal-cum-Labour Court-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Oil Blending Ltd. and their workman, which was received by the Central Government on 9-5-2006.

[No. L-31011/22/2001-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II AT MUMBAI

PRESENT:

A.A. LAD, Presiding Officer

Reference No. CGIT-2/45 of 2002

Employers in Relation to : First Party
the Management of
Indian Oil Blending Ltd.

AND

Their Workman, Shri H. Yunoos : Second Party

APPEARANCE:

For the Employer : M/s. Negandhi Shah
& Himayatulla,
Advocates.

For the Workman : Mr. Jai Prakash
Sawant, Advocate.

Date : 29th March, 2006

AWARD PART-I

The dispute was raised by the Second Party Workman H. Yunoos stating that he joined the First Party with effect from 22nd September, 1978 as an Operator. He did his work on the same post since then. On 8th August, 1996 Charge Sheet was served on him alleging that he disobeyed the orders of his superiors. The said charge

sheet was replied by the Second Party workman stating that the orders given by his superiors were not part of his work and as such he was not supposed to attend the said work, ordered by his superiors. In the said reply he also pointed out that, instead of ordering same work refused by the Second Party workman, another work be allotted to him out of his usual work. However, no work was allotted to him and as such he was compelled to sit idle. The ground taken by the First Party of not attending the work and not obeying the orders of his superiors have no meaning. In fact it was not his intention not to attend any work but on the contrary work was not provided to him as per his status and as per his duty list, hence he did not work. If at all for sitting idle if any one has to be blamed, it is the Management who is responsible for compelling the Second Party workman to sit idle and create ground of not attending the work as a result of which the enquiry is conducted by appointing Enquiry Committee. The said Enquiry Committee did not conduct the enquiry by following the principles of natural justice. Besides it is suggested that findings given by the Enquiry Committee are perverse as well as punishment of dismissal is shocking disproportionate which, requires to be quashed and set aside.

The reference is sent to this Tribunal by the Under Secretary of Central Government, The Government of India, Ministry of Labour by its Order No. L-31011/22/2001-IR (M) dated 2nd May, 2002 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 to decide:

"Whether the action of the management of Indian Oil Blending Ltd., Mumbai in terminating the services of Sh. H. Yunoos by way of dismissal w.e.f. 9-4-99 is legal and justified? If not, what relief the workman is entitled to?"

2. To prove the grievances Second Party filed his Statement of Claim at Exhibit 6. The (para) claim of the Second Party is disputed by the First Party by filing reply with its rejoinder at Exhibit 7 stating that, the Second Party Workman has admitted that he did not work as well as did not obey the orders of his superiors. It is stated that, the work allotted to him of cleaning the drums was part of his duty as listed in para 5(a) of the Written Statement of the First Party. It is stated that, work was provided to the Second Party Workman by the First Party of his status and qualifications and he is responsible for not attending work. It is also stated that, the First Party is not responsible for sitting idle of the Second Party Workman. Even charges levelled against the Second Party Workman are admitted by him. He admits that he did not work on that day. Even he admits that he sat idle and did not work for that day. The charges of not obeying the orders of superiors and sitting idle are almost proved admitted by him and it proved against the Second Party Workman. He accepted the charge sheet and admitted the charges levelled against him. It is denied

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that enquiry was not fair and proper. It is denied that findings are perverse. It is also denied that the punishment awarded to the Second Party Workman is disproportionate. The Charge Sheet was served on Second Party Workman and he gave acknowledgement on 30th August, 1996. He explained the Charge sheet and admitted the guilt in above form under the guise of work allotted to him or work ordered to him was not part of his duty list and he admits that, he refused to carry out the said work. Proper procedure was followed by appointing Enquiry Committee. Full opportunity was given to the sacked workman to represent in the enquiry. His representative was attending Enquiry Committee for Second Party Workman. He participated in the Enquiry, cross-examined the witness of First Party and by leading proper and cogent evidence. By all this First Party succeeds in proving the charges leveled against the Second Party Workman. When charges are proved now there is little scope for the Second Party Workman to say that, the charges are baseless and are not proved. The witnesses examined by First Party, by name Mr. M.G. Gharat and Mr. M.R. Shaikh, clearly establishes charges leveled against the Second Party Workman and on the basis of the said findings and considering the cross taken by the defence representative Shri M.D. Patil who appeared for Second Party Workman, findings were given by the Enquiry Committee which has base and ground to concluded that, the Second Party Workman did not obey the orders of his superiors and sat idle. Said findings were served on him. Report was submitted before competent authority. Relying on the findings action, of termination was taken by following due process of law and by offering legal due to the Second Party Workman. Now Second Party Workman cannot challenge the decision taken by the First Party on the basis of such genuine Enquiry and the findings given by it. So it is submitted that, the action taken by the First Party does not require any interference.

3. In view of these pleadings my Ld. Predecessor framed the issues at Exhibit 11 including issues to fairness of enquiry, perversity of findings and questioning legality of termination of Second Party Workman. Out of those issues, the fairness of enquiry and perversity of findings are taken first. As per Issue No. 1 and 2, as it was requested by the Second Party Workman by filing purshis at Exhibit 8 and drawing attention of this Tribunal to decide those issues first. Accordingly issues of fairness of enquiry and perversity of findings are taken first for decision.

4. The issues which are taken for consideration are as under :

(1) Whether inquiry was conducted fairly and properly?

(2) Whether findings are perverse?

5. My findings on the above issues are as under :

(1) Yes.

(2) No.

6. To support that, Second Party Workman chose not to lead any oral evidence and intimidated like that by filing purshis at Exhibit 12. Against that First Party chose to rely on the evidence of Shri B.D. Chougale, Presenting Officer of the First Party and copies of the enquiry proceedings placed on record. First Party also files its closing of evidence purshis at Exhibit 15. Then both filed their written arguments, i.e. by the Second Party Workman at Exhibit 18 and by the First Party at Exhibit 19 alongwith copies of judgments on which they rely.

7. In addition to it, they orally submitted in the light of the written arguments referred to above.

8. Here the main contention of the Second Party Workman in his Statement of Claim is that, enquiry was not fair and proper. He also claims that findings were perverse and besides this he contended that termination served on him on the basis of the said enquiry is disproportionate.

9. As per his (Second Party Workman's) prayer as prayed by him, the issues of fairness of enquiry and perversity of findings is taken first for decision. It is pertinent to note that still he chose not to lead any oral evidence and to that effect he expressed his desire by purshis at Exhibit 12. That means the enquiry proceedings which are placed on record in the form of Xerox copies are referred to by the Second Party Workman. In addition to that, oral submissions were made in the light of the written arguments. Against that First Party led evidence of their Presenting Officer in the form of Exhibit 14 and offered witnesses for cross-examination.

10. With the help of this evidence, the Ld. Advocate for the Second Party Workman referred to certain pages of enquiry proceedings to show how it was not fair and proper and the findings were perverse. Besides the allegations of fairness of enquiry and perversity of the findings, the Second Party Workman's Advocate heavily attacked on the formation of the Enquiry stating that, the Enquiry Committee itself was not proper and it has no legal status to conduct an enquiry against this Second Party Workman.

11. In connection with this first grievance of the Second Party Workman regarding formation of the enquiry committee, if we peruse the intimation given by the First Party regarding formation of the enquiry that who will be the enquiry committee's members, we will find that, by writing letter dated 26th July, 1996 of which copy is filed at Exhibit A, page 15, of the enquiry proceedings, we find that, the First Party has intimated that one Mr. D.R. More and Mr. M.G. Gharat complained about the orders given by them and same was not obeyed by the Second Party Workman and questioned by it, as to why enquiry should not be initiated against him. Accordingly notice dated 5th August, 1996 was issued under the signature of Mr. S.S. Patil, the Manager (P) intimating the Second Party Workman regarding the same. Then by correspondence dated 8th August, 1996 charges were leveled against Second Party

Workman and those were served upon him under the signature of Mr. S.K. Marwaha, Chief Plant Manager, on the Second Party Workman on 13th August, 1996. The enquiry proceedings further reveals that, First Party received explanation regarding charges and by letter dated 9th September, 1996 Shri B.D. Chougule, Deputy Manager (Admn.), informs that the Enquiry Committee will be formed of two members which will conduct enquiry against Second Party Workman. Accordingly by letter dated 10th September, 1996 names of two members viz. Mr. H.S. Mehta and Mr. K.R. Reddy who were managerial staff were appointed as Enquiry Committee Members and under the signature of Shri S.S. Patil, Manager (Plant) it was informed to the Second Party Workman and then notice of enquiry was given to the Second Party Workman and first sitting of the enquiry initiated on 22nd October, 1996.

12. Here status of Mr. Mehta and Mr. Reddy is challenged by the Second Party Workman stating that, they cannot work as Members of the Enquiry Committee. Except this contention, it is not pointed out by the Second Party Workman how Mr. H.S. Mehta who was SQCM and Mr. K.R. Reddy who were Officer, are not competent to become members of the Enquiry Committee? It is pertinent to note that, by the designation of the above 2 members, it reveals that, they were officers and the Management can appoint any of the superiors to conduct enquiry of its staff and it is not that, Second Party Workman was equivalent status to Mr. Mehta and Mr. Reddy, who were the Members of the Enquiry Committee, by status, by salary, qualifications and what not. When management chose to appoint the two officers to conduct any enquiry, who are definitely above the rank of the Charge Sheeted Employee it cannot be said that they are not qualified to conduct an enquiry and so it cannot be said that the total enquiry is not fair and proper. Here it will not be out of place to mention that, no oral or documentary evidence is led by the Second Party Workman before this Tribunal. That means, the evidence recorded by the Enquiry Committee on which it relies is remaining in tact as it is and one can safely read the said evidence whatever is placed before this Tribunal.

13. So in my considered view, the status of Mr. H.S. Mehta and Mr. K.R. Reddy who were Members of the Enquiry Committee does not come in their way to act as Members of the Enquiry Committee and on that basis, enquiry cannot be treated as not legal and proper.

14. Ld. Advocate for the Second Party Workman also whispered about the appointing authority and the status of the Members of the Enquiry Committee in the flow of arguments stating that, Appointing Authority was different and the Members of the Enquiry Committee are different. Here it is to be noted that, the Management is not run by any individual but it is a Corporate body. It has number of members and number of wings which work together and control the entire management. It is not

possible for a single individual to do all that and face all the legal problems. If work like holding enquiry is assigned to the officers, it is not illegal and so in my considered view on that point the enquiry cannot be treated as not fair and proper. Even if we turn to another contention of the Second Party Workman that, Presenting Officer of the First Party was witness and enquiry committee placed reliance on the evidence recorded in the enquiry proceedings of the said Presenting Officer. Here the Presenting Officer who presents the case of the Management. Definitely he is not the Presiding Officer, who can control the enquiry and its proceedings. To control and conduct the enquiry is the job of the Enquiry Committee and as far as that is concerned, there are no allegations of the Second Party Workman or his Advocate, that Second Party Workman or his defence representative did not get a fair opportunity to lead evidence or to participate in the enquiry. The mere allegation of the Second Party Workman and his Advocate is that, the Presenting Officer of the First Party was also considered as a witness. When Presenting Officer depose for First Party as a witness in my considered view it is not abnormal or against any provisions. It is the concerned party, who can decide who may be their witnesses. In the instant case the affidavit of the Presenting Officer is relied who presented the case of the First Party and facts were narrated by the sequences and evidence is given in what manner enquiry was initiated, how proceedings took place, how opportunity was given to the Second Party Workman and his representative and how enquiry was fair and proper. As far as the contention taken by Mr. Chougule in his affidavit at Exhibit 14, on which First Party relied is an oral evidence in this matter. At this stage, the said contentions taken by the First Party are not disputed by the Second Party Workman. It is admitted by the said witness that, he was cited as a witness in the enquiry and enquiry committee was made aware regarding the documents and relevancy of the facts in connection with the all incident involved in the charge sheet. So it is a matter of record that, Mr. B.D. Chougule whose affidavit is filed in these proceedings at this stage was not witness in the Enquiry. Though he is the witness, it is not pointed out how evidence placed by him is not sufficient to conclude that, enquiry was not fair and proper and there was no evidence to support the findings given by it. Even we can exclude the evidence of Mr. B.D. Chougule as he was not witness in the Enquiry and not cited as a witness in the enquiry. Though we exclude his evidence as it is, the fact remains that the enquiry committee placed on record the grievance. Its recording and evidence in it are not challenged by the Second Party Workman and his Advocate and it is not shown how it is not legal and how did not recorded by following principles of natural justice.

15. Now, if we turn to the extreme enquiry proceedings we find in the enquiry Mr. Gharat and Mr. Shaikh are examined as the witnesses. In the enquiry

both have stated that Second Party Workman was ordered by them to clean the drums. However, he refused saying that, it was not his duty and said work be got done from the regular worker who attended it. They have stated that, on 26th July, 1996 Charge Sheeted Employee refused to work and sat idle. Accordingly Log Book was prepared which reveal that on that, day i.e. 26th September, 1996 Second Party Workman did not work. From the evidence given by the First Party and the copy of the Log Book referred to by them as well as reports submitted by them reveals that, Second Party Workman did not work on 26th July, 1996 and charge of sitting idle and not obeying the orders and not doing the work given to him, is proved by the First Party with the help of this evidence. Even copy of depositions of Mr. Gharat and Mr. Shaikh is referred to by Second Party Workman by referring copies and not pointed out, how enquiry was not fair and proper nor it is shown how Second Party Workman did not get opportunity to lead evidence or how enquiry was farce alleged in the written arguments as well as in the oral submissions. If we peruse the copy of the enquiry proceedings and more precisely the evidence led by the witnesses and participation of the representative of the Second Party Workman Mr. M. D. Patil it reveals that, the Second Party Workman was properly represented by his representative Mr. Patil. Both got an opportunity to take part in the enquiry and cross-examined the witnesses of the Management. It is pertinent to note that, in the enquiry itself the Second Party Workman did not step into the witness box and depose as a witness. Here Second Party Workman claims that, the Presenting Officer of the First Party is cited as a witness. Instead of stepping into the witness box and appearing before the enquiry committee, Second Party Workman chose to place reliance on the deposition of his defence representative, whose deposition is recorded by the Enquiry Committee for Second Party Workman. In fact Mr. M. D. Patil, the representative of the Second Party Workman was not the witness to the incident. Still it is pertinent to note that, the Second Party Workman chose to rely on the depositions of his defence representative Mr. M.D. Patil. So here the Second Party also did not step into the witness box and deny the charges leveled against him. Even did not offer for cross-examination. Against that, he produces his defence representative as a witness and it is crystal clear from the internal page 6 of the enquiry proceedings where Second Party Workman's representative expressed his desire to examine Mr. Patil as his defence and requested Enquiry Committee to rely upon his evidence or statements as his evidence.

16. So if we peruse the enquiry proceedings we find the enquiry is conducted in which though the Second Party Witness and his representative fully participated, did not complained regarding the enquiry and its procedure during the enquiry proceedings nor even thereafter. Now only by filing Page 1 in the form of Statement of Claim Exhibit 6 and

that too only by typing two sentences that "Enquiry was conducted in utter violation of the principles of natural justice and its finding is perverse". However, in support of that, no evidence is led and it is not shown how enquiry is not fair and proper.

17. According to me the enquiry proceedings reveal that Second Party Workman and his representative fully enjoyed the enquiry and participated in it. So it reveals that, the enquiry was fair and proper.

18. When the enquiry is fair and proper and when report of it is submitted and relying on the enquiry, finding is given that, Second Party Workman was at guilt i.e. he did not obey the orders of his superiors and sat idle. Evidence led as well as the Log Book placed reveals that, Second Party Workman did not work on 26th July, 1996 and did not obey the orders of his superiors and when it is not challenged by him at any stage, in my considered view, one has to conclude that, finding is also not perverse as alleged by the Second Party Workman. At the cost of the repetition if we peruse the enquiry proceedings and the evidence led in it, I find, enquiry committee had reason, ground and evidence to conclude that, the Second Party Workman disobeyed the orders of his superiors and it has to conclude that, the Second Party Workman did not work and disobeyed the orders of his superiors.

19. When enquiry is fair and proper and when Enquiry Committee has reason to conclude that, Second Party Workman was at guilt in my considered view, relying on the evidence placed in the form of enquiry report, I conclude that, the Enquiry was fair and proper and I also conclude that, it was conducted by following the principles of natural justice and finding of it is not perverse.

20. Still let us see the number of citations referred to, particularly by the Advocate of Second Party Workman to show that the enquiry is not fair and proper. The reliance was placed on a judgment of our Hon'ble High Court reported in 1991 II CLR page 405-Satara District Central Co-op. Bank Ltd. v/s Subash Kashinath Mullay and ors. wherein it is observed that "when there are no standing orders which empowers the management to form said enquiry committee and conduct enquiry in that case, such an enquiry is not legal and proper." The witnesses examined by the Management has stated that, they have their own certified standing orders and he states that, he will produce those. When it is alleged that they have their own certified standing orders, and when witness says on oath to that effect, and when those are produced with documents cited at Exhibit 17 and when it is not refuted by the Second Party Workman to show how the enquiry is not according to the "standing/orders" in my considered opinion, on the basis of the ratio laid down in Satara District Cooperative Bank Ltd. the present enquiry cannot be held to be illegal. So it does not help Second Party Workman to give scope his pleadings. As far as other rulings are concerned, more

precisely copies of which are published in 1987 LAB. I.C. 323, 1988 II LLJ 526, 2000 I CLR page 312, 2000 II CLR 742, 2003 III CLR 1043 Bom., and copy of Judgment in Civil Application No. 705 of 1962 we find that, all those are on the point of punishment. At this stage we are not on the point of punishment so in my considered view the above referred remaining citations does not help at this stage to the Second Party Workman to secure findings in his favour.

21. In view of discussions made above I conclude that the enquiry was fair and proper. I also conclude that, the finding of the Enquiry Committee is not perverse. Hence, I pass the following order :

ORDER

- (a) Enquiry is fair and proper,
- (b) Findings of the Enquiry Committee are not perverse,
- (c) Both the parties to appear on the next date i.e. 16th May, 2006 for leading evidence on quantum of punishment.

A.A. LAD, Presiding Officer

Mumbai,

Dated this 29th March, 2006

नई दिल्ली, 9 मई, 2006

का. आ. 2099—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोम्बे फेरी सर्विस आपरेटर्स एसोसिएशन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण-1, मुम्बई के पंचाट (संदर्भ संख्या 89/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-5-2006 को प्राप्त हुआ था।

[सं. एल-31011/16/91-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 9th May, 2006

S.O. 2099.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/91) of the Central Government Industrial Tribunal Cum-Labour-Central-I, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bombay Ferry Service Operators Association and their workmen, which was received by the Central Government on 9-5-2006.

[No. L-31011/16/91-IR (Misc.)]
B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass,

PRESIDING OFFICER

REFERENCE NO. CGIT-89 OF 1991

Parties : Employers in relation to the management of
Bombay Ferry Service Operators Association,
Gateway Elephanta Jalvahatuk Sahakari
Sanstha Maryadit and launch owners

And

Their workmen

APPEARANCES:

For the Employers : Mr. J.G. Ghag, Adv.
: Shri F.A. Mulla, Secretary of
Bombay Ferry Services
Operators Association.
: Shri Iqbal Mukadam for Gateway
Elephanta Jalvahatuk Sahakari
Sanstha Maryadit
For the Workmen : Shri M.V. Palkar, Adv
: Shri Sharad Rao
State : Maharashtra

Mumbai, dated the 10th day of April, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under cause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (the Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-31011/16/91-IR (Misc) dated 28-10-91. The terms of reference given in the schedule are as follows :

"Whether the following demands of the workmen engaged by launch owners at Ferry Wharf and Gateway of India as per Annexure-E and Bombay Ferry Service Operators Association and Gateway Elephanta Jalvahatuk Sahakari Maryadit and represented by Bombay Labour Union are justified? If so what relief are the workmen entitled?

- (i) (Demand No.1) Revision of wages as under-
Drivers/Sarang-Basic Rs.1600-135-3550 per
month Khalasi-Basic Rs.750-30-1700 per
month.
- (ii) (Demand No.2) Dearness Allowance of Rs.750
per month and variable Dearness Allowance
of Rs. 5 per month for every 10 points over and
above the index 2000 points (1934 old series)

- (iii) (Demand No.4) Payment of round the clock duty allowance amounting to Rs.400 per month per workman.
- (iv) (Demand No.7) Payment of House rent allowance at the rate of Rs. 150 per month per workman.
- (v) (Demand No.9) Payment of Medical allowance of Rs.150 per month per workman.
- (vi) (Demand No.11) (A) (B) and (C)—Facilities of 30 days privilege leave, 10 days sick leave and 10 days casual leave per annum per workman.
- (vii) (Demand No.12) Supply of 3 sets of terrycotton uniforms.
- (viii) (Demand No.15) Issue of dock passes to the launch workmen operating in the dock area.
- (ix) (Demand No.16) Supply of one pair of shoes to the workmen per annum.
- (x) (Demand No.17) Payment of 3 months wages during the idle period of monsoon instead of 2 months paid by the employers.

2. The instant reference is pending since 1991. The parties to the reference have filed a Settlement arrived at in between them as back as on 8th April, 2004 whereby the parties had agreed to certain terms and conditions as mentioned therein. Today, on 10th of April, 2006 Shri. Sharad Rao, General Secretary, Mumbai Labour Union, Mr. Faiz A.Mulla, Secretary, Bombay Ferry Service Operators Association, Mr. M.V. Palkar, Adv. for Second Party Union, and Mr. Iqbal Y. Mukadam, Gateway Elephanta Jalavatuk Sahakari Sanstha, Maryadit, Mumbai have filed the Settlement mentioning about the aforesaid settlement dated 8-4-2004 and praying that the present reference in respect of launch owners whose names were mentioned in the aforesaid application dt. 8-4-2004 be disposed of in terms of the said settlement as settled out of Court. The request is also made that the parties hereto as mentioned above that the reference be disposed of in respect of the remaining launch owners who are the parties to the present reference and who have not signed any Settlement in the matter of

general demands of their workmen in accordance with the terms and conditions of the aforesaid Settlement dt. 8-4-2004.

3. In view of the above, no dispute exists at present before me and the reference is to be disposed of as per request made by the parties before me and the matter is to be disposed of as settled under the terms and conditions of the Settlement dt. 8-4-2004.

The reference is accordingly disposed of.

Justice Ghanshyam Dass, Presiding Officer

नई दिल्ली, 17 मई, 2006

का. आ. 2100—खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार निम्नलिखित अधिकारियों को अगले आदेशों तक मुख्य खान निरीक्षक के अधीन निरीक्षक नियुक्त करती है, अर्थात् :—

1. श्री आर.टी. मांडेकर, उप निदेशक, खान सुरक्षा (खनन)
2. श्री एम.के. मालवीय, उप निदेशक, खान सुरक्षा (विद्युत)
3. श्री मधुकर सहाय, उप निदेशक खान सुरक्षा (विद्युत)

[फा.सं. एस-29013/1/2006-आई एस एच-II]

जे.पी. पति, संयुक्त सचिव

New Delhi, the 17th May, 2006

S.O. 2100.—In exercise of the powers conferred by sub-section (1) of Section 5 of Mines Act, 1952 (35 of 1952), the Central Government hereby appoints the following officers as Inspectors of Mines subordinate to the Chief Inspector of Mines, until further orders, namely :—

1. Sh. R.T. Mandekar, Deputy Director of Mines Safety (Mining)
2. Sh. M.K. Malviya, Deputy Director of Mines Safety (Electrical)
3. Sh. Madhukar Sahay, Deputy Director of Mines Safety (Electrical)

[F.No. S-29013/1/2006-ISH-II]

J.P. PATI, Jt. Secy.